

Conditions & Terms

1. General

The following terms and conditions only shall apply to our deliveries and services in so far as the buyer is a merchant, a legal entity under public law or special assets under public law. The buyer's contrary or deviating terms and conditions shall not apply unless agreed by us explicitly in writing in an individual case. The Company reserves the right to modify or amend these Terms and Conditions at any time without notice.

2. Orders

Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in writing, no order shall be binding on the Seller unless and until it has been acknowledged in writing by the Seller or the Goods are delivered or the Services are provided by the Seller to the Buyer pursuant to the order.

In order to avoid duplication of orders, the Buyer shall be responsible for ensuring that any confirmation of an order previously placed is prominently marked as being a confirmation and not a new order. The Buyer acknowledges that any order or confirmation of order which is not so marked may be treated and accepted by the Seller as a new order to create a Contract in addition to any Contract arising out of the previously placed order.

These Conditions are incorporated in the Contract and together with any matter set out in the Seller's quotation or acceptance/acknowledgement of order contain the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail. In the event of the Seller entering into the Contract without the Seller having submitted a written quotation or other letter or document incorporating or referring to these Conditions but in circumstances where the Buyer has had prior notice of these Conditions then all Goods or Services supplied shall be subject to these Conditions.

No variation of the Contract by the Buyer shall be binding upon the Seller unless made in Writing and signed on behalf of the Seller. In the event of such variation the Buyer shall indemnify and keep indemnified the Seller in full against all loss, which term shall include (but without prejudice to the generality thereof) loss of profit, costs (including the cost of labour and materials), damages, charges and expenses incurred (directly or indirectly) by the Seller as a result of such variation.

Any representations (except fraudulent misrepresentations) or warranties made by or on behalf of the Seller prior to the Contract (whether verbally or in writing) are hereby expressly excluded and shall be of no effect.

3. Description

Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Seller's products and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods or Services.

The Seller reserves the right to amend the specification of its products and services from time to time so that the descriptions thereof as set out in its catalogues, pamphlets, price lists or advertising literature may not be identical with those set out in the Seller's quotation and the Buyer is advised to check the specification set out in the Seller's quotation before placing an order.

4. Prices, delivery times

Our offers are subject to change without notice with regard to prices, quantity, supply price and delivery prospects. Our acknowledgement of an order in written or text form shall govern exclusively the acceptance of the order, the scope of delivery and the time of delivery.

If the delivery date is more than two months after the conclusion of the contract, a price adjustment to changes in the pricing basis (e.g. raw materials, labour) shall be permitted. We shall then invoice the prices that are valid on the day of delivery. This shall also apply to orders without a price agreement.

The start of, and compliance with, the delivery time we indicate presupposes the clarification of all technical questions and the on schedule and due fulfilment of all the buyer's obligations. If an agreed delivery date is not complied with for reasons for which we are responsible the buyer shall set us a suitable period of grace for delivery in writing. This period of grace shall not be less than three weeks. If the delivery does not take place after expiry of the period of grace and if the buyer wishes for this reason to withdraw from the contract or to demand damages instead of the performance, he undertakes to notify us of this beforehand in writing with an express demand for delivery combined with a suitable further period of grace.

Our duties to deliver shall be suspended in the event of force majeure; if a material change occurs to the relationships that existed at the conclusion of the contract we shall be entitled to withdraw from the contract. This shall also apply to energy or raw material shortages, labour disputes, decrees, transport or operational disturbances, or if subcontractors do not deliver to us on time or correctly because of the above reasons.

5. Variation

Shipments will be subject to a quality and/or variation of $\pm 15\%$, the same to be accepted by Buyer as compliance with the contract. Records will be deemed as having been placed under the same terms and conditions as are set forth herein unless such orders are placed under a revised written quotation (and/or offer) and accepted in accordance with paragraph 3 hereof. Unless otherwise stated therein, all quotations are subject to change

without notice. Prices shown in published price lists, brochures, and other literature or marketing material shall be considered only guidance, and are not offers to sell and are subject to confirmation by specific quotations.

6. Order Cancellation/Rescheduling

Any requests by Buyer for cancellation of any Buyer Order must be received by Seller in writing. Any cancellation by Buyer of all or any part of any Buyer Order received or accepted by Seller is subject to a 30% cancellation charge. Reschedules (delays/push-outs) may be accommodated at Seller's discretion. A reschedule approved by Seller in writing which is more than thirty (30) days after the original scheduled delivery date is, at Seller's discretion, subject to a 5% rescheduling charge for each thirty (30) days of schedule extension. A request by Buyer to reschedule beyond thirty (30) days from the original scheduled delivery date may be considered a cancellation and subject to the above referenced 30% cancellation charge.

7. Taxes

Buyer agrees to pay any and all sales taxes, tariffs, surtaxes, excise taxes, and use taxes which either Buyer or Seller may become legally liable for as a result of this transaction.

8. Patents, Trademark and Copyright Indemnity

Buyer assumes all liability for infringement of patents, copyrights or trademarks, and shall defend, indemnify, and hold harmless Seller from and against any and all claims, losses, liabilities, damages and costs, including, without limitation, legal fees, arising from or in connection with any suit, claims or proceeding of alleged infringement of any intellectual property rights.

9. Quantities instalments and storage

Where Goods are delivered or Services are by instalment, each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall effect due performance of the Contract as regards other instalments.

The Seller will endeavour to deliver the quantity of Goods ordered and every delivery shall be deemed to comply with the order. If there is a surplus or shortage of Goods which is no more than 10% of the quantity specified in the order, the Buyer shall be deemed to have accepted the Goods and shall pay for the actual quantity delivered.

If Goods or Services are to be delivered by instalments, the Seller shall be entitled to invoice each instalment as and when delivery is made and payment for all delivered instalments shall be due notwithstanding the non-delivery of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of Goods or provision of Services under the Contract but without prejudice to any other right the Seller may have under any of the other provisions of these Conditions

10. Terms of payment

We have established 3 payment methods for our customers over the years:

Letter of Credit (L/C) payable at sight.

In some cases we can provide extended payment terms (subject to negotiation), depending on arrangements with our suppliers.

Telegraphic Transfer (TT):

50 % Prepayment on confirmation of order.

50 % Final payment to be transferred within 14 days from B/L (Bill of Lading) date.

On receipt of the final payment the original shipping documents are dispatched by courier.

For special orders which are packed and labeled to order – with customer printed labels applied to inner and outer packaging, we request 50 % Prepayment.

The establishment of a Standby L/C

This applies to customers who book regular shipments.

A “Stand-by L/C” is the simplest format—one page set up through your Bank. There is no complication with Banks, we send copy of the documents by email for your pre-approval before sending the originals by courier directly to your office, payment is made on the Invoice due date by TT. No Bank involvement with Docs and No ongoing costs.

11. Quality of the goods

The quality of the goods that is described in our product descriptions, specifications and markings shall on principle be deemed to be the sole quality. Public statements, praise or advertising shall not represent indications of the quality of the goods sold. The buyer shall be obliged independently of this to examine our products and services himself for their suitability for the planned use.

The relevant standards shall apply for the compliance with dimensions and technical data. Dimensions and data that we indicate in offers and acknowledgements of orders shall be deemed to be approximate only.

We do not accept any liability for our product or services data beyond the respective individual contract.

12. Defective , nonconforming or rejected merchandise

Buyer shall inspect each shipment of Products by Seller to Buyer immediately upon arrival at the shipments destination, and within thirty days of each such arrival shall notify Seller of (a) any defects in any of the Products contained in such shipment and (b) any reason (other than any such defects) by which the Buyer claims any of such Products are nonconforming goods or for which Buyer rejects any of such Products, except that with respect to any claims for shortages, such claims must be made within five days after receipt. If Buyer fails to give such notice in the manner provided herein, all Products contained in any such shipment shall be deemed to conform to the contract and Buyer shall be deemed to have accepted such Products. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily be that type or nature.

In the event Buyer so notifies Seller of any defects in any of the Products, Buyer shall allow Seller the opportunity to inspect the Products in question, and if requested by Seller, shall return any such Products to Seller. In the event that Seller determines in its sole discretion that any defects in any such Products were not caused by Buyer or others after Seller packaged same for shipment to Buyer, Seller shall, at its option, either exchange, repair or provide Buyer with a refund or credit for the purchase price.

13. Buyer's inspection

Where source inspection is made by Buyer, Buyer's inspector shall be deemed to be the agent of the Buyer to accept material on Buyer's behalf with complete authority to waive specified test or details of test procedure, and to accept material which may deviate from formal specifications.

14. Retention of rights

The parties acknowledge and agree that Seller and its suppliers have acquired various patents, trademarks, trade names and trade secrets with respect to Products, and that matters relating to manufacture, production and distribution of Products constitute confidential information and trade secrets of Seller and its suppliers and are not commonly known or accessible to the trade. No right, title or interest in or to Products generally, or in any patents, trademarks, trade names, confidential information or trade secrets relating to Products shall pass to Buyer under this agreement, and no right is given to or acquired by Buyer to use or duplicate same, in part or in whole, and Buyer shall receive such confidential information and trade secrets in confidence and trust, without revealing same to any other person or entity.

15. Reservation of ownership

Goods sold shall remain our property until payment in full of all claims under the business relationship. The buyer may resell goods subject to reservation of ownership in the framework of due business activities. If the buyer sells these goods without receiving the full purchase price in advance or contemporaneously with the handover of the item purchased, he shall agree reservation of ownership with his customers in accordance with these conditions. The buyer hereby assigns to us his claims under this resale and the rights under the reservation of ownership that he agreed. He agrees at our request to notify the assignment to purchasers and to provide us with the information required to claim our rights against the purchasers and to hand over documents. In spite of the assignment the buyer shall only be authorised to collect payments under the resale as long as he complies duly with his obligations to us.

16. Force majeure

Seller shall not be liable in any way (for damages or otherwise) resulting directly or indirectly from any delay in performance or delay in delivery due to unforeseen circumstances or caused by circumstances beyond its control, including, without limitation, an act of God, fires, floods, acts of terrorism, wars, government actions, accidents, labor troubles, labor shortages, strikes, lockouts, embargos, riots, any national

emergency, Buyer caused delays, compliance with any law, regulation or order, unavailability of materials, unavailability of equipment, or unavailability of transportation. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay is execution.

17. Confidentiality

Each party agrees that it will not use, other than for purposes of the business relationship, or reveal or make known to any person, firm or entity, other than such party's employees with a need to know, any Confidential Information (disclosed to it by the other in connection with this Order. "Confidential Information" includes, without limitation, information that relates to the financial status, business plan, product research and development plans, client relationships, supplier relationships, project or sales opportunities, proposal or bid strategies, or corporate strategies, and any other information that has been marked "Confidential" by the disclosing party, or if orally disclosed identified as confidential at the time of disclosure.

18. Entire Agreement

These terms and conditions, the Order to which they are attached and any other exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof or thereof, whether written or oral. Unless specifically agreed in writing, any conflict that may exist between this Agreement and the terms and conditions contained in a master supplier agreement or master service provider agreement between the parties hereto and pertaining to the goods purchased hereunder or services provided hereunder shall be resolved in accordance with the terms and conditions of such master agreement.

19. Headings

The headings contained in this Order are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Order. And do not in anyway interpret, limit or amplify the scope, extent or intent of this agreement, or any of the provisions of this agreement.

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