

## Terms and Conditions of Sale, Delivery and Payment

THIS IS AN ENGLISH TRANSLATION FOR INFORMATION PURPOSES ONLY.  
FOR ALL LEGAL PURPOSES REFERENCE SHOULD BE MADE TO THE GERMAN ORIGINAL.

### I. General:

Andresen's (hereafter referred to as "the seller") offers, confirmations, services and invoices as well as any other business actions are subject to the terms and conditions specified hereafter. Any terms of deviating content shall be void unless confirmed otherwise by the seller in writing. This also applies for legally relevant declarations by the seller's representatives as well as for the buyers' printed terms and conditions.

### II. Offers, prices, purchase orders and payment:

1. All offers shall be non-binding, subject to availability.
2. The prices stated by us are to be understood ex works or ex warehouse including packaging in wrapping paper and packing ropes. Any additional or other requested packing will be charged extra. Return or reimbursement of packaging material is excluded.
3. Purchase orders received by the seller cannot be revoked. However, they shall be deemed to be accepted by the seller upon receipt of the written order confirmation.
4. Invoicing will be effected on the basis of the daily prices valid at the time of delivery or provision in case of other services. Payment of invoices totalling or exceeding € 50.00 shall be due 30 days after invoicing. 2% price deduction from the pure product price applies upon payment within 10 days; other invoiced amounts are due immediately without discount. Payment must be made without any deductions to our company headquarters. Payment to our representatives or other persons shall only be acceptable with our prior written consent. Bills of exchange and cheques shall only be accepted in lieu of payment. However, their acceptance shall not be subject to any deductions or expenses. In case of a delay in payment 4% interest above the German Federal State Bank discount rate as well as the cost for reminders will be charged. We reserve the right to cancel deliveries to buyers who have received reminders. This also applies if the customer's economic conditions decline.
5. The buyer shall only be entitled to exert his right of retention to any counterclaims or offset any claims provided that the seller has acknowledged such counterclaims in writing.

### III. Delivery and acceptance

1. The seller strives to comply with any requested delivery dates or periods and other services. However, he shall not accept any liability for adherence. The buyer shall not be entitled to withdraw from the purchase order if the delivery period/deadline is exceeded or due to noncompliance with requested dates. Compliance with the delivery period is met upon notification of readiness for shipment at the works or warehouse. The seller reserves the right to partial deliveries.
2. The seller reserves the right to select the mode of shipment. Transfer of risk is passed to the buyer upon notice of readiness for shipment of the goods to be dispatched in the works or warehouse. Upon request, the buyer may take out a transportation insurance the cost of which shall have to be borne by the buyer.
3. Acts of God, also including their impact on the seller's staff and his sub-suppliers – will absolve the seller from any and all obligations. In such case the seller shall be entitled to withdraw from the contract. The same applies for any delay in delivery of the seller's sub-suppliers or their inability to deliver.
4. If delivery is delayed upon the buyer's request or due to an Act of God, the buyer will be charged the storage cost incurred, starting one month after notice of readiness for delivery, min. 0.5% of the invoiced amount, per month. The seller also reserves the right to take any other decisions regarding the delivery item and to determine a new delivery period.
5. Should acceptance of the delivery or any other service be refused, the seller shall have the right to claim compensation on account of non-fulfilment but also to sell the delivery item to other parties, price and location to be determined by the seller, without additional respite.

### IV. Reservation of ownership:

1. The seller reserves the right of property to the delivery item until receipt of payment of the invoice amount including all incidental expenses and reminder charges associated with the delivery. Until that date the buyer shall be obliged to insure the goods delivered against theft, fire and water damage and other insurable damages and to notify the seller immediately of any seizure or any other confiscation of the delivery goods. Until the acquisition of property, any claims arising from the property insurance shall be assigned to the seller. The same applies for the buyer's claim to payment of the purchase price, from any damage compensation in case of resale, which shall however only be permissible in an ordinary course of business. Pledge or assignment of security of the seller's property is not permissible.

2. Should the delivery item be connected or mixed with other items due to processing, the buyer will grant the seller joint title to the new item; if a new item is created due to processing, the buyer shall agree to hold in custody the co-ownership for the seller.
3. The buyer shall be obliged to provide the seller at any time with exhaustive information about safekeeping custody, processing and resale of the goods subject to retention.

#### **V. Warranty:**

1. The seller's goods and other services reflect the state of the art at the time of delivery or service provision. Any rejected goods must only be returned to the seller with his prior written consent. In case of notice of defects regarding weight or quantity the buyer shall be obliged to immediately forward the relevant documents by the freight carrier.
2. The seller shall be entitled to select, at his own discretion, either a substitute delivery free of charge or repair free of charge or repetition of service, all other rights being excluded. This particularly applies for compensation for damages, redhibition or abatement of the purchase price. Instead of a replacement delivery, the seller shall be entitled at his discretion to opt for reimbursement of the payment made or waiver of any payments not yet effected. The seller shall be notified in writing of any defects within 2 weeks after delivery of the goods or service provision. Any notice of defects given later than 2 months after delivery of the goods or service provision will result in cessation of any right of warranty of any kind.
3. The seller shall not assume any liability for wear and tear or if the delivery item has been altered, not used in accordance with its specified purpose or in case of incorrect handling. The same applies if the seller's products are used in connection with the buyer's inappropriate operating conditions, particularly with unsuitable devices or in case of excessive use or use contrary to the regulations.
4. Commercially common or technically unavoidable deviations in quality, colour, dimensions, weight or equipment shall not give cause for any notice of defect.

#### **VI. Installation and similar services:**

The seller's terms and conditions shall apply mutatis mutandis for the technical services, counselling and inspections confirmed by the seller carried out by temporary staff or other representatives of the company outside the seller's business premises.

1. Utilization of such services is subject to express prior approval of or instructions by the management.
2. Should the seller's quote be exceeded by no more than 25% in every individual case, the seller shall not be obliged to queries but be entitled to carry out the contractually binding execution of the contract and invoicing.
3. The personnel appointed by the seller for carrying out the order is instructed to wait for one hour after reporting at the buyer's premises but to depart when an obstacle occurs making order fulfilment impossible for which the buyer is liable. The seller shall not be obliged carry out another journey to the buyer's premises free of charge.
4. The seller's obligations exclusively refer to the state and function of his products. The precondition is proper quality as well as technically sensible integration of the utilities and the co-operation of the buyer's staff in view of the seller's products. They are intended for expert use, not for a specific result. The buyer shall be obliged to provide the required power source and to provide the relevant machinery and devices on time for installation and to heat them up during installation to a minimum temperature of 120° C.
5. Within the given means the seller's skilled personnel will support the buyer with preparatory and incidental operations, for instance the installation of the device and cover, removal of the old cover, cleaning of discharge pipes, however, without assuming any obligation or liability. (Such services shall be charged at hourly rates).
6. In as far as no service booklet arrangements or lump sum remunerations have been agreed upon, the fee due for services effected outside our premises, such as counselling, inspections, installation and the like will be effected according to the seller's general cost rates.

#### **VII. Place of fulfilment and place of jurisdiction:**

The place of fulfilment shall be Bargteheide. The place of jurisdiction for any legal claims against the seller without limitation in value shall be the Amtsgericht Ahrensburg/Germany (district court).

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