

I. General

All deliveries shall be based on these terms and conditions as well as any special contractual agreements; deviating terms and conditions of purchase of the Purchaser shall not become part of the contract even by acceptance of the order. The supplier reserves the property rights and copyrights to samples, cost estimates, drawings, etc.; they may only be made accessible to third parties with the supplier's consent and are only approximately authoritative.

II. Binding of the Supplier and Scope of Delivery

The Supplier shall be bound by written quotations for a maximum of 30 days. The Supplier's written order confirmation shall be decisive for the scope of delivery, otherwise the Supplier's offer shall be decisive; changes must be made in writing.

III Prices and Payment

- prices are ex works including loading, excluding packaging and unloading; they are exclusive of statutory value added tax. A 40% deposit shall be due for payment when the order is placed and 60% of the order value shall be due for payment before delivery.
- retention of payments or offsetting by the purchaser is only permitted with undisputed or legally established claims.

IV. Delivery time, delay in delivery

- delivery dates are not binding unless the supplier has expressly confirmed them as binding in the written order confirmation. The delivery period shall commence upon dispatch of the Supplier's order confirmation, but not before clarification of all commercial and technical questions and before the Purchaser has fulfilled all obligations incumbent upon it (submission of required documents, down payment, etc.); in the event of delays for which the Purchaser is responsible, the delivery period shall be extended accordingly.
- The delivery period shall be deemed to have been observed if, by the time of its expiry, either the delivery item has left the works or the Supplier has sent notification that the goods are ready for dispatch.
- the withholding of the delivery time is subject to correct and timely self-supply. If non-compliance with the delivery period is due to force majeure, labor disputes or other events beyond the Supplier's control, the delivery period shall also be extended accordingly.
- If shipment or acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, the Supplier shall be entitled to charge for the damage caused by the delay; in this respect, a monthly lump-sum charge of 0.5% of the gross invoice amount shall be deemed to have been agreed for warehousing.
- In the event of a delay in delivery, the Purchaser shall be entitled to damages; claims for damages shall be limited to a maximum of 0.5 % for each week of delay and to a maximum of 5 % in total of the value of that part of the total delivery which cannot be used in due time or in accordance with the contract as a result of the delay.
- in the event of a delay in delivery, the customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. He may withdraw from the contract without setting a deadline if the entire performance becomes definitively impossible for the supplier before the transfer of risk. In addition, he may withdraw from the contract if the execution of part of the delivery becomes impossible and he has a legal interest in rejecting the partial delivery. If this is not the case, the customer shall pay the contractual price attributable to the partial delivery. The same applies if the supplier is unable to deliver. Otherwise, Section VIII shall apply.
- if the impossibility or inability occurs during the purchaser's default of acceptance or if the purchaser is solely or predominantly responsible for the circumstances, he shall remain obliged to provide consideration.
- the (Importer/Buyer) shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

V. Transfer of Risk, Acceptance

The risk shall pass to the Purchaser upon dispatch of the notice of readiness for delivery or dispatch of the delivery parts; this shall apply mutatis mutandis to partial deliveries or if the Supplier has assumed other services (shipping costs, etc.). Partial deliveries shall be permissible insofar as they are reasonable for the Purchaser. At the request of the Purchaser, insurance of the delivery items can be effected against payment.

VI Retention of Title

- The Supplier shall retain title to the delivery item until receipt of all payments under the contract.
- The retention of title shall also apply to the claims to which the Supplier is entitled in respect of its ongoing business relations with the Purchaser, including future claims.
- in case of expiry of the retention of title by resale of the item, the receivables due to the purchaser from his customer arising from the sale shall take the place of the item sold. The right of ownership shall not be cancelled by processing and/or combination, but shall continue to apply to the items created by processing and/or combination in the proportion resulting from the value of the delivered item. The Purchaser hereby assigns to the Supplier any rights to which it is entitled against third parties under Sections 946 to 951 of the German Civil Code (BGB).
- The Supplier shall be entitled to insure the delivery item.
- Until payment has been made in full, the Purchaser may not sell, pledge or assign by way of security the delivery item in a manner not in the ordinary course of business. In the Event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the delivery item after issuing a reminder and the Purchaser shall be obliged to surrender the delivery item.
- The Supplier undertakes to release the aforementioned securities at the Purchaser's request, at the Supplier's discretion, to the extent that their realizable value exceeds the claims to be secured by 20% or more.

VII. Return Conditions

The company Armatec FTS GmbH & Co. KG offers the customer a return. The following conditions apply:
The return must be exercised within 20 days after receipt of the goods. Armatec will not accept the return of soiled or damaged goods. The goods must be in their original condition. Shipping costs incurred will not be refunded. If the goods are returned, Armatec will charge a restocking fee of 80,00 € plus VAT.

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VIII. Claims for defects

Subject to Section VII, the supplier provides warranty as follows:

1. material defects

All parts which prove to be defective as a result of circumstances prior to the transfer of risk shall be repaired or replaced free of defects at the Supplier's discretion free of charge. The determination of such defects shall be reported immediately in writing. Replaced parts shall become the property of the Supplier. The Purchaser shall, after consultation with the Supplier, grant the Supplier the necessary time and opportunity to carry out any repair or replacement which the Supplier deems necessary; otherwise the Supplier shall be released from any liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier. The Supplier shall bear the direct and reasonable costs incurred by the repair or replacement delivery if a warranty claim exists, provided that this does not impose a disproportionate burden on the Supplier.

Within the scope of the statutory provisions, the Purchaser shall be entitled to rescind the contract if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time set for it for the repair or replacement delivery due to a material defect to expire fruitlessly. If the defect is only insignificant, the Purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise remain excluded. Section VIII shall apply in all other respects.

No warranty shall be assumed in particular in the following cases: unsuitable or improper use or handling, faulty assembly or commissioning by the Purchaser or third parties, wear and tear, improper maintenance or operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences. If the Purchaser or third parties carry out improper repairs, the Supplier shall not be liable for the resulting consequences.

2. defects of title

In the event of defects of title, the Supplier shall, at its own expense, procure for the Purchaser the right to continue using the Product or modify the Product in a reasonable manner so that the infringement no longer exists. If this is economically unreasonable or not possible within a reasonable period of time, the Purchaser and/or the Supplier shall be entitled to withdraw from the contract.

The Supplier shall indemnify the Purchaser against any undisputed or legally established claims of relevant right holders.

Subject to Section VIII, these obligations shall be conclusive and shall only exist if - the Purchaser informs the Supplier without delay - the Purchaser supports the Supplier in defending such claims and enables the Supplier to carry out modification measures, - the Supplier reserves the right to take all defensive measures, - the defect of title is not based on an instruction or unauthorized modification or use by the Purchaser not in accordance with the contract.

IX. Liability

If the delivery item cannot be used by the Purchaser in accordance with the contract due to the fault of the Supplier as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual collateral obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections VII and VIII shall apply mutatis mutandis to the exclusion of further claims of the Purchaser. cannot be used by the Purchaser in accordance with the contract. The Supplier shall be liable for damage not occurring to the delivery item itself - irrespective of the legal grounds - only in the event of intent, gross negligence on the part of the owner/the executive bodies or senior employees, culpable injury to life, limb or health, defects which it has fraudulently concealed or the absence of which it has guaranteed, defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Further claims are excluded.

Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or normal wear and tear (e.g. rotating parts, stators, sealing units) as well as in the case of damage occurring after the transfer of risk as a result of faulty assembly by the customer or third parties, faulty or negligent handling, excessive stress, unsuitable or improper use, unsuitable operating materials or due to special external influences which are not assumed under the contract. If improper repair work or modifications are carried out by the customer or third parties, there shall also be no claims for defects for these and the resulting consequences.

X. Limitation

The Supplier shall provide a warranty for a period of 1 year from the date of manufacture; the statutory periods shall apply to claims for damages in accordance with Section VII and for defects in a building or for delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness. In addition, the Supplier shall assume the full statutory warranty with regard to recourse in the case of the sale of consumer goods, unless special agreements have been made.

However, the warranty shall expire immediately as soon as replacement parts or parts subject to wear and tear are used during the warranty period which have not been supplied by Armatec.

XI. Applicable law and place of jurisdiction

The law of the Federal Republic of Germany shall apply exclusively; the place of jurisdiction shall be the court responsible for the supplier's head office in 88239 Wangen im Allgäu.