

## KOREMA® – General Terms and Conditions of Sale

The person, firm or company requiring, ordering or being supplied with KOREMA®'s products and / or services is hereinafter called "the Purchaser". Unless otherwise agreed in writing KOREMA®'s quotations and all contracts arising therefrom are subject to the following terms and conditions:

### I VALIDITY

Quotations are made out by KOREMA® after careful examination of the prospective Purchaser's specification and drawings. They are submitted without engagement (to their full extent). All prices quoted are valid for a period of 90 days and thereafter are subject to change without notice. Orders placed upon any such quotation shall not be binding on KOREMA®, unless and until they are accepted by KOREMA® in writing (KOREMA®'s Acknowledgement of Order).

### II GENERAL

Any and all orders accepted by KOREMA® in writing shall be carried out in accordance with the terms and conditions hereinafter stipulated. The Purchaser's conditions of purchase contradictory to KOREMA®'s General Terms and Conditions of Sale be null and void and legally ineffective. Any and all modifications of and/or amendments to these General Terms and Conditions of Sale shall require KOREMA®'s written confirmation in order to become legally effective.

### III DRAWINGS, COPYRIGHT

All drawings, descriptive matter, weights, dimensions and shipping specifications submitted with the quotation and the description and illustrations contained in catalogues and other advertising matter are approximate only and are intended merely to present a general idea of the goods described therein. Detailed specifications and drawings can be supplied upon request and to the Purchaser's own expenses.

KOREMA® reserves its proprietary rights and copyright for any and all samples, models, printed matter, photographs, descriptions, drawings, and calculations as well as for any and all other documentation pertaining to any quotation or contract arising therefrom. Samples, in particular, shall not be made available to third parties. Any and all samples shall remain the property of KOREMA® and have to be returned without demand if the order to which they refer will not be placed.

### IV DESPATCH AND DELIVERY OF GOODS

The goods will be delivered suitably packed at KOREMA®'s option, and packing costs will be charged separately on the invoice to the Purchaser. Unless otherwise agreed upon deliveries will be effected ex works KOREMA®'s premises. All and any orders will be governed by "Incoterms as they are in force at the time of contract." (current issue in force Incoterms 1990). Unless otherwise stated in the quotation / acknowledgement of order any times quoted for delivery are to date from receipt by KOREMA® of a written order to proceed and of all necessary drawings and information to enable the work to be put in hand. All such times are to be treated as estimates only not involving KOREMA® in any liability for failure to deliver within such time. In all cases, whether a time for delivery be quoted

or not, the time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instructions from the Purchaser or by any cause whatsoever beyond KOREMA®'s reasonable control. Damages in transit shall not entitle the Purchaser to non-acceptance of the goods and shall no release him from his responsibility to adhere to KOREMA®'s General terms and conditions of sale as accepted with his order.

### V PROPERTY OF GOODS

Until payment of the whole of the contract price has been made the property of the goods shall not pass over to the Purchaser, notwithstanding that the risk has passed over to the Purchaser upon despatch of the goods as aforesaid.

### VI TERMS OF PAYMENT

Unless otherwise specified, all payments shall be made in full to KOREMA® in German / EUR currency within 30 (thirty) days after date of invoice (date of despatch of the goods). Unless otherwise agreed upon, a downpayment of one third of the net value of order has to be made in case of total net value of order exceeding EUR 15,000. This downpayment is due upon receipt of KOREMA®'s acknowledgement of order by the Purchaser. Payments by cheque or draft are not considered as cash payments. In these cases, payment shall be considered being fulfilled only after its redemption. Under no circumstances is the Purchaser entitled to detain or set off any payments because of any counter-claims. Failure on the part of the Purchaser to make payment on any due date may entitle KOREMA® to treat such failure as repudiation of the contract and to reject further performance thereof and recover damages for breach-of-contract.

### VII WARRENTY

KOREMA® warrants that the goods to be furnished pursuant to this contract will conform to the drawings and specifications of the Purchaser and will be free of defects in material and workmanship. KOREMA® repairs or replaces - at its option - such goods found defective upon inspection by its own personnel - without charge to the Purchaser - which have been in operation not longer than six (6) months - test runs included. In the event of delayed delivery or erection or commissioning which was not KOREMA®'s fault, the KOREMA® obligation of warranty ends twelve (12) months after the date of despatch (KOREMA® date of invoice).

**KOREMA® will be released from all obligations under this warranty in the event that in its judgement and/or upon inspection by its own personnel, damage to the goods has been caused by:**

- faulty or improper storage
- faulty design of the connecting steelwork
- missing or inadequate internal sleeves / liners / deflectors
- improper installation or commissioning
- and/or misuse by the Purchaser or others
- improper treatment or negligence
- alterations of design or construction without prior information of and agreement with KOREMA®
- wear and tear
- incorrect or incomplete specification of /and/ or information about the actual operating conditions by the Purchaser

The Purchaser agrees that KOREMA® shall not in any event be liable to the Purchaser for any incidental or consequential damages. It is agreed that damages to KOREMA® in any litigation or claim are strictly limited to the cost of replacement or repair in accordance with KOREMA®'s obligation under this paragraph, whether such litigation or claim be brought at law, in equity, in arbitration or otherwise, and whether such litigation or claim be stated in terms of breach of contract, breach of warranty, tort, strict liability, negligence, statutory claim, or any other characterization whatsoever. Claims for damages have to be made by the Purchaser immediately and in written form. The Purchaser must enable KOREMA® to examine the goods delivered when they are still in operation or installed. If the Purchaser does not comply with this obligation but has the goods dismantled by others than KOREMA®, KOREMA® is entitled to completely withdraw from its warranty obligations.

The KOREMA® warranty period for replacements or repairs is three months, but does not exceed the regular warranty period for the goods originally delivered. KOREMA® shall be relieved of any liability otherwise incurred under this contract whenever and to the extent to which performance of the contract is frustrated, prevented or impeded by statute or act of regulation of any government or by non-availability of import or export licence or allocation of overseas funds or by reasons of strikes, lockouts, perils of the sea or air, fire, explosion, tempest, inevitable accident, flood or earthquake, or failure of KOREMA®'s suppliers to deliver or any other cause whatsoever which is beyond KOREMA®'s reasonable control.

### VIII CANCELLATION

The acceptance of any cancellation or the Purchaser's liability for cancellation charges and credit for return of goods shall be entirely within the discretion of KOREMA®.

### IX WAIVER

KOREMA®'s failure to insist on strict performance of any of the terms and conditions hereunder or the delay in exercising any of its remedies shall not constitute a waiver of such terms and conditions or a waiver of any default nor the remedy itself.

### X ARBITRATION

Any dispute or difference arising out of the construction or interpretation of any clause herein or the respective rights or obligations of either party to the contract of sale and any claim arising out of the contract, evidenced by the acceptance of this quotation, shall be referred to and settled by arbitration.

### XI PLACE OF FULFILMENT AND COURT OF JURISDICTION

The laws of the Federal Republic of Germany shall apply to this quotation and to any contract of sale made in pursuance thereof and to any matter arising thereout. Place of fulfilment for any and all deliveries and payments shall be KOREMA®'s domicile. The contracting parties agree and consent to exclusive jurisdiction and venue in Darmstadt (Hessen / Germany).

Effective as from: January 1, 2009