AERZEN USA CORP Terms and Conditions of Sale

New Equipment Packages

If Seller's manufacturing is delayed or postponed by Buyer, Seller shall be entitled to an equitable price adjustment. The warranty period delay extends for no more than thirty (30) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Seller may terminate the order whereupon Buyer shall promptly pay Seller its cancellation charges as described herein.

1. ORDERS: All orders are subject to acceptance and approval by Seller's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of an order shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Seller.

2. PRICES AND PAYMENTS: All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for thirty days unless written communication is received by Seller prior to such time. Seller reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Seller's opinion, the Buyer's financial condition or other circumstances do not warrant shipment of the products on the terms originally specified in the Agreement.

3. TAXES: The prices quoted do not include any taxes. All sales tax, use tax, excise tax, and service tax (GET), value added tax (VAT), custom tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Seller and Buyer (plus interest and penalties thereon, if any) shall be paid by the Buyer in addition to the prices quoted and invoiced. In the event that Seller is required to pay any other tax on behalf of Buyer, Buyer shall reimburse Seller on demand. At the time of an order, Buyer shall provide Seller with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

4. LIABILITY: Seller's liability with respect to the Goods sold hereunder shall be limited to the warranty provided in Section 6 of these Terms and Conditions and shall be limited to the contract price. In no event shall Seller be liable for special, indirect, incidental, consequential or punitive damages, or expenses incurred by Buyer, including attorneys' fees, interest, or other charges, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitute, downtime, service interruption, or any other costs or expenses.

5. SHIPMENT OR SERVICE DATE: Shipping or service dates are estimates and not a guarantee of a particular day of shipment or service. Seller shall not be liable in any way for any default or delay in shipment or service due to contingencies beyond its control which prevent or interfere with Seller making delivery or providing service on the date specified, including, but not limited to, war, strikes, damage to property, violence or unlawful acts, property damage or failures to procure or receive raw materials or other resources, result of or war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, terrorism, accidents, floods, droughts, cyber-attacks, and any other contingency affecting Seller, its suppliers, or subcontractors, and Buyer shall have the right to extend the time of delivery in the event of shipment or service date in the event that one or more of such contingencies prevents or delays shipment or service.

6. DELIVERY:

   a. Title and Risk of Loss: All products will be delivered EXW Aerzen, Crofton, PA unless otherwise agreed by both parties in writing. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller.

   b. Acceptance of Products: Buyer shall inspect all products promptly upon receipt. All claims by Buyer, except only those provided for under Warranty clauses, which are not asserted in writing by Buyer within five (5) days of receipt are waived.

   c. Delays by Buyer: In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) Seller shall put the risk of loss and damage thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Seller shall be payable upon presentation of Seller’s invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Seller, such as costs of handling into storage, handling, insurance, transportation, preservation, and parts thereof) furnished by Seller but manufactured by others is not a guarantee of a particular purpose and Buyer shall have the right to extend the time of delivery of such Goods

7. CANCELLATION, POSTPONEMENT OR CHANGE ORDERS: Orders are not subject to Buyer’s cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Seller’s written consent and then only upon agreement to compensate Seller for any and all costs associated with such cancellation, postponement, or change. Cancellation charges of between twenty percent (20%) and one hundred percent (100%) of the total price of the contract will be invoiced, as determined at Seller’s sole discretion, based on the status of completion plus Seller’s non-recoverable costs attributed to the Buyer’s order.

Authorization to the Applicant does not constitute a waiver of any rights, remedies, or obligations of Seller under this Agreement.

These Terms and Conditions of Sale and all other agreements between Seller and Buyer, including any specific purchase orders, are subject to revision or amendment with no written consent of Seller.

In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) Seller shall put the risk of loss and damage thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Seller shall be payable upon presentation of Seller’s invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Seller, such as costs of handling into storage, handling, insurance, transportation, preservation, and parts thereof) furnished by Seller but manufactured by others is not a guarantee of a particular purpose and Buyer shall have the right to extend the time of delivery of such Goods