



## Export Conditions

Ingenieurbüro Lischka GmbH,  
Keplerstraße 1, D-47506 Neukirchen-Vluyn.

As an engineering company with chemical-technical focus we have developed our commercial activities constantly and responsibly. Our aims are long-term good business relations on a fair basis.

The following export conditions apply to all deliveries made and services rendered by us. Deviating conditions of the order are not binding to us. The acceptance of our deliveries or services signifies acceptance of our conditions.

### I. Offer

- Our offers are without engagement unless expressly agreed otherwise.
- Documents supporting the offer, such as leaflets, illustrations, drawings, brochures, samples, and weight specifications are approximate only, unless they have expressly been declared as binding. The seller may, with due regard to the buyer's interests, vary the technical structure and the chemical composition of the products. If it should be apparent that such changes will materially affect the business operations of the buyer, then it is the responsibility of the seller to inform the buyer accordingly.

### II. Order

- Extent, quality, and substance of the delivery shall be governed by the seller's written confirmation of order or - if such confirmation is not given - by the seller's invoice. Collateral agreements, amendments, and modifications of these export conditions and in particular any divergent clauses contained in the buyer's conditions of purchase shall be void unless accepted by the seller in writing.
- Prices shall be governed by the respective separate agreements between seller and buyer subject to the following proviso: if the period between order and delivery exceeds three months, the seller shall in case of a rise in costs in fulfilling the order be entitled to increase prices by up to 10 %. If a price modification of more than 10 % is necessary, the contracting parties shall reach a mutually acceptable resolution through negotiation. If a settlement cannot be achieved, the seller shall have the option either to withdraw from the contract or to carry out delivery at the original price plus 10 %. In case of withdrawal, the buyer shall not be entitled to claim damages from the seller. In the calculation of prices, the weight, the number of items and the quantities as determined by the seller shall prevail, unless the buyer immediately raises valid objections. VAT as applicable will be added to prices, which include standard packing. Insurance is for the buyer's account unless the separate agreement determines otherwise.

### III. Delivery

- Delivery dates shall be governed by the relevant separate agreements between seller and buyer, and shall be deemed to have been observed, provided that the seller has given notice of his readiness to supply, even if the buyer does not take delivery of the goods within the delivery deadline.
- The buyer shall be liable to take immediate delivery of the consigned goods and documents, even if the goods show signs of negligible defects or if the quantity differs to an insignificant degree from the quantity ordered. If, however, the buyer in such situations declines to take delivery of the goods or refuses to accept the documents, he shall be liable to pay all costs, fees, loss of interest, storage expenses, customs duties, and, where appropriate, costs incurred from the auction of the goods.
- All circumstances occurring after the conclusion of the contract and preventing or affecting its fulfillment in the normal way shall relieve the seller of his obligation to deliver, unless the seller is responsible for those circumstances, and the buyer shall retain no entitlement to claims whatsoever. Circumstances for which the seller is not responsible shall include e.g. fire, mobilization, requisition, embargo, ban on currency transfer, labour dispute, civil unrest, lack of transport, general shortage of supplies, failure to obtain supplies, restrictions on energy consumption and other acts of God. The seller shall inform the buyer as soon as possible about nature and duration of such circumstances.
- Reasonable part deliveries shall be admissible. Deliveries shall as a rule be made in standard packaging. Insignificant deviations from stipulated quantities shall, however, be admissible.
- The seller shall be relieved of any obligation to effect any delivery to the buyer so long as the buyer, despite reminder, remains in arrears with due payments.
- If delivery of the goods is to be spread over a specific period, delivery shall be evenly spread over the whole period unless otherwise agreed. If the buyer is in default with acceptance of stipulated partial quantities, the seller shall be authorized, after allowing a reasonable period of grace, to store the amount in question for the account and at the risk of the buyer or to deduct it from the final quantity. In the latter case special conditions agreed in respect of goods already delivered shall no longer apply.
- Unless otherwise provided by separate agreements between the contracting parties, the buyer shall obtain all required permits and documents, and fulfil any other requirements for the import of the goods and for the payment of the agreed price; the seller shall obtain all necessary documentation for export.

### IV. Dispatch, Transfer of risk

- Unless otherwise arranged, the seller shall choose the route and method of dispatch taking the interests of the buyer reasonably into account. At request of the buyer, the shipment will be insured at his cost against theft, breakage, transport, fire- and water damage, and/or against any other insurable risks.
- The risk of destruction, loss or deterioration of or damage to the goods shall pass to the buyer with their dispatch. This shall also apply to freight prepaid delivery. If the goods are collected by the buyer, the risk shall pass when the seller has made them available for collection and informed the buyer to this effect. If the dispatch is delayed by circumstances for which the buyer is responsible, the risk shall pass to the buyer from the day of readiness for dispatch; the seller shall, however, be required to arrange and effect on the buyer's behalf and at the buyer's expense any insurance indemnity which the buyer requests.
- Where commercial terms such as fob, cif, ex works etc. are agreed upon, they shall be interpreted in accordance with the Incoterms 1980 in their latest amended version.

### V. Payment

- Payment shall be governed by all relevant separate agreements. Bills of exchange and cheques shall be accepted only according to specific agreement and shall not be deemed to constitute payment or be in lieu of payment. The buyer shall be required to bear the bank's deductions and handling charges. Payment shall be deemed to have been effected only when the due amount has been credited in full to an account of the seller. Payments by letter of credit shall be governed by the currently valid UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS, issued by the ICC, Paris. If payment is effected by way of cheque, bill of exchange, letter of credit, cash against documents, documents against acceptance or any other similar means, such payment shall be made separately from the supply transaction to which that payment relates. The buyer accordingly must not interfere with the ordinary flow of payment, in particular in case of complaints relating to defects.
- The seller reserves the right at his own choice to apply payments in discharge of previous invoice items plus default interest and costs accrued in the following order: costs, interest, and principal debt. Debts relating to goods or services for which a claim is made in respect of defects shall be exempted from this provision. Retention and set-off based by the buyer that are disputed by the seller shall be excluded.
- If payment is not fully effected within the agreed period, the buyer shall pay interest at the rate of 2 % over and above the Federal Reserve Bank's minimum lending rate, calculated on the outstanding amount. This does not affect the seller's right to claim additional recompense from the buyer in respect of default on the part of the buyer.

- Non-compliance with terms of payment, or conditions which on application of standards customary in banking are likely to reduce the buyer's credit-worthiness, shall give immediate effect and validation to all claims of the seller. Furthermore, the seller shall be entitled to demand payment in advance for all deliveries which remain outstanding as well as to withdraw from the contract at reasonable notice or to claim recompense for non-performance, moreover the seller shall be entitled to prohibit the buyer from reselling or processing the goods which have been delivered but not yet been paid for and to repossess such goods at the expense of the buyer.

### VI. Complaints

- Complaints relating to quality or quantity should be notified in writing to the seller immediately, or in any case not later than two weeks following receipt of the goods, quoting invoice and shipping number, the product name and the package marking; latent defects shall be notified not later than one week after their detection, and at the latest six months after dispatch or, in case of collection, six months after notice of readiness of the consignment.
- The buyer shall check - if required by sample testing - that the goods delivered are in perfect condition, and suitable for their intended application. If such checks are not made, then the seller shall be absolved from any liability.
- In case of duly notified and substantiated complaints, the seller shall at his own fair choice be responsible for replacement or follow-up delivery, repair, refund, or reduction in price within a reasonable period of time. If the seller fails to meet this obligation, the buyer shall be entitled to choose between these legal remedies. Damage claims due to defects, shortages or negligent violation of secondary obligations shall be limited to a maximum of 150 per cent of the value of the delivered goods. Additional claims - particularly those related to compensation for more indirect damages not pertaining to the goods themselves (i.e. consequential damages) - shall be excluded. This limitation does not apply, where - in cases of intent, gross negligence, or failure to achieve guaranteed quality standards - liability cannot be excluded by law.
- Without the explicit prior agreement of the seller, rejected goods may be returned only on expiry of a reasonable period of time (as in VI. 3. above).

### VII. Advice on technical application

- Advice on technical application shall be provided by the seller to the best of his knowledge on the basis of his research and experience. All data and information relating to suitability and application of products shall, however, be without obligation and shall not relieve the buyer of his responsibility for conducting his own checks and tests with regard to suitability of products for the envisaged processes and purposes.
- It is the responsibility of the buyer to advise the seller in writing of all current national, technical, or other standards or specifications which apply to goods supplied. If such advice is not provided, the buyer shall forfeit any entitlement to any claim against the seller in the event of goods supplied failing to comply with such standards or specifications and shall be further responsible for indemnifying the seller against any consequential liability towards third parties. Such indemnity shall not apply if the seller has knowingly, intentionally, or by negligence, contravened the standards or specifications prevailing in the buyer's country.

### VIII. Retention of ownership and title

- The seller shall retain legal ownership of all goods dispatched or delivered to the buyer until the buyer has fully discharged all due payments, whether in respect of a specific transaction, or of any other outstanding account. The buyer may, however, process and/or sell the goods in the ordinary course of business. If any goods of which the seller retains legal ownership as described are delivered to the buyer, the buyer shall hold such goods safely in his possession as bailee for the seller. The buyer shall furthermore ensure that all such goods remain clearly identifiable as the property of the seller. In this situation, and upon giving reasonable notice to the buyer, the seller or his authorized agent may repossess all or any of the goods which remain in his legal ownership.
- If legal ownership of goods is conditional upon specific factors, such as special registration or other additional criteria, then the buyer shall be responsible for ensuring due compliance with any and all of such factors and shall provide to the seller all relevant information and assistance as might be necessary to ensure such compliance.
- If retention of legal ownership is not recognized in the recipient country, then the buyer shall provide the seller with security appropriate to and commensurate with the total value of the transaction.

### IX. Liability

If the buyer claims damages from the seller - irrespective of the legal basis of such claim - the total level of damages claimed shall be limited to a maximum of 150 % of the invoice value of the supply or delivery to which the claim relates, or with which the claim for compensation is connected. However, this limitation does not apply if damage is caused intentionally or by gross negligence of the seller or in case that the seller is liable for an injury of life, limb, or health.

### X. Place of performance, place of jurisdiction, partial voidness

- Place of performance shall be
  - for deliveries the relevant point of dispatch from the seller
  - for payments be the registered office of the seller.
- Place of jurisdiction shall be, at the seller's option, either his own registered office or the place of general jurisdiction of the buyer; this shall apply equally to proceedings involving documents, bills of exchange and cheques. If the seller institutes legal proceedings against the buyer at the buyer's registered office or any other place, the seller shall not thereby renounce or forfeit his right to pursue proceedings according to his own option as aforementioned.
- If specific clauses of these export conditions are completely or partially void, the remaining clauses or parts of such clauses shall remain valid. An invalid provision shall be deemed to be replaced by a provision which is valid, and which constitutes the nearest equivalent to the invalidated provision in achieving its intended commercial purpose.
- The contract shall be governed by the law of Germany, excluding:
  - the Uniform Law on the International Sale of Goods.
  - the Uniform Law and the Formation of Contracts for the International Sale of Goods.

### XI. Language

The text of these export conditions herein expressed in the English language shall be the definitive text, and any difficulties or uncertainties in interpretation shall be resolved by reference to this text.