

NOREVA GmbH

STANDARD TERMS AND CONDITIONS OF SALE (27.03.2019)

1. DEFINITIONS

- (A) "Company" means NOREVA GmbH
- (B) "Buyer" means the person, firm or company with whom the Contract is made.
- (C) "Contract" means the contract for the sale of goods and/or the provision of services between the Company and the Buyer set out in the Quotation Terms of Business, any acknowledgement of Order and these terms and conditions.
- (D) "Goods" means the goods or services or any part thereof to be sold or provided as described in the Contract and any replaced goods or spare parts.
- (E) "Special Conditions" means those conditions contained on the face of any acknowledgement of Order and the Quotation terms of business.

2. CONTRACT

- (A) Company's quotations are based on the customer providing a specification and that this specification is suitable for the intended use of goods being supplied.
- (B) The order of precedence of terms governing the contract shall be first the Special Conditions on the face of any acknowledgement of Order, second the Quotation terms of business and finally these conditions.
- (C) These conditions can only be modified by a written variation signed by a Director of the Company and no other action constitutes acceptance of any other conditions.
- (D) Notwithstanding para (C) these are the only conditions on which the Company will deal with the Buyer to the entire exclusion of any other express or implied conditions and all other terms and conditions contained in any document or otherwise brought to the Company's notice are hereby excluded.
- (E) The Contract embodies the entire understanding of the parties and supersedes any prior promises, representations, undertakings or implications.
- (F) No Contract can be concluded between the Company and the Buyer until the Company has despatched its acknowledgement of Order document to the Buyer. Any return of the Buyer's acknowledgement form is procedural and does not invoke acceptance of the Buyer's terms notwithstanding anything to the contrary therein. Any quotation in whatever form given to the Buyer is subject to these conditions and does not constitute an offer to sell.

3. PRICE

- (A) The price is exclusive of Value Added Tax, export, import and excise duties, and any other taxes or duties. Any such taxes or duties shall be payable by the Buyer. The price is ex-works.
- (B) The Company may vary the price if costs increase outside of the reasonable control of the Company, including by reason of any law, order, directive, regulation or byelaw taking effect after the date of the Contract.
- (C) The Buyer will be charged for any tests, certification, documentation or witnessing of tests not included in the Contract.
- (D) Goods are sent packaged in accordance with the Company's standard practice. The price is exclusive of the costs of packing cases, skids drums and packing materials which must be returned in good condition within one month from the date of receipt. If not returned they will be charged for.
- (E) Minimum order value Euro 500,- net.

4. PAYMENT

- (A) Payment is contractually due from Buyer on the date of invoice but must be made not later than 30 days from the invoice date in the form and currency specified. The Company will invoice for each consignment. Failure to pay an instalment of a schedule of payments renders the whole sum due immediately.
- (B) Time of payment is of the essence. If any payment is overdue, interest will be charged from the date of invoice both before and after any court judgement on a daily basis at an annual rate of 5% above prevailing Deutsche Bank base rate accruing daily until the sum due is paid.
- (C) If the Buyer fails to make timely payment of any sums due or is in default of any other term of this or any other contract with the Company, the Company is entitled to withhold deliveries and/or cease work under the Contract. If such failure to make payment or other default continues for more than one month, the Company may without prejudice to any other contractual rights, terminate this Contract and dispose of any Goods appropriated to the Contract.
- (D) The Buyer shall make payment without any discount, deduction, off-set or counterclaim whatsoever.
- (E) The Company may invoice on or any time after delivery or if the Buyer wrongfully fails to take delivery or otherwise suspends or delays delivery the Company is entitled to invoice from the date the Goods were tendered for delivery or would but for the suspension or delay have been tendered for delivery.
- (F) The Company is entitled to set payments off against outstanding invoices in the manner it thinks fit.
- (G) First orders from new customers shall be settled at notice of readiness for despatch.

5. **DRAWINGS**

All specifications, drawings and particulars of weights and dimensions submitted with the Company's quotation are approximate only and the descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended only to give a general idea of the Goods described therein and none of these shall form part of the Contract. Following the Company's acceptance of an order a set of certified outline drawings will be supplied free of charge on request. The Buyer shall not utilise, reproduce or communicate knowledge or information of a confidential nature relating to the Goods without the prior written consent of the Company.

6. **RISK**

Risk in the Goods shall pass when they are tendered for delivery or when they leave the Company's premises whichever is the sooner.

7. **TITLE TO GOODS**

The Company retains title to the goods until the Buyer has made full payment in cash or cleared funds of all sums due under the Contract, in accordance with the following terms:

- (a) After delivery the Buyer is only entitled to possession of the Goods in a fiduciary capacity as a bailee;
- (b) Unless inconsistent with the Goods purpose the Buyer shall keep the Goods separate to enable them to be identified as Company property;
- (c) The Buyer shall insure the Goods against all risks for their full replacement value;
- (d) The Buyer has a licence to sell or use the Goods which may be immediately terminated by written notice at any time. The licence shall automatically terminate on the appointment of a receiver, administrator or liquidator of any of the Buyer's assets;
- (e) The Buyer's proceeds of any sale of the Goods and the benefit of any such contract of sale shall be held in trust for the Company absolutely;
- (f) The Company may repossess the Goods after termination of the license and the Buyer grants to the Company an irrevocable licence to enter any premises of the Buyer for this purpose.

8. **REPRESENTATIONS**

The Company shall not be liable for any misrepresentations made to the Buyer arising from:


- (a) Printing or clerical errors the existence of which should be apparent to the Buyer;
- (b) Information from third parties which the Buyer is aware the Company relies on.
- (c) Oral representations made by the servants of the Company other than its Directors.

9. **PERFORMANCE, TESTING AND EXAMINATION**

- (A) Goods are carefully inspected and where appropriate submitted to the Company's standard tests at the Company's works prior to despatch.
If the Buyer requires tests other than those detailed in the Quotation or requires witnessing tests, these will be charged for. In such case the Company will proceed to so test seven days (or such period as given in the Quotation) after notification of readiness to test and tests so carried out shall be deemed to be made in the Buyer's presence.
- (B) Performance criteria and specifications given are to be regarded as a general guide only and do not constitute a guarantee, warranty or condition. The Company will only meet such performance criteria or specifications that are specifically guaranteed and incorporated into the Contract.
- (C) If Goods fail any such tests the Buyer's right to reject the Goods is as given in Clause 10 hereof.
- (D) The Buyer accepts responsibility for design, material and specification of the Goods being suitable for their intended use.

10. **ACCEPTANCE**

- (A) The Goods are supplied on the condition that the Buyer accepts or rejects the Goods after completion of any inspection requirements prior to the Goods leaving the Company's premises. The Buyer's right of rejection is strictly limited to such part of the Goods which fail the inspection requirements.
- (B) Prior to the Buyer rejecting any Goods the Company is entitled to a reasonable time and opportunity to rectify its performance, including the right to repair. If the Buyer is then entitled to and rejects any Goods, the Buyer is released from the Contract in respect of the rejections and having credited the Buyer for the rejections the Company is not further liable to the Buyer.
- (C) Following acceptance, the Buyer shall promptly receive the Goods when they are delivered or tendered for delivery in accordance with the Contract. If the Buyer fails to receive the Goods the Buyer shall be liable for all costs, charges and expenses incurred (including but not limited to storage, handling and interest)



11. DELIVERY

- (A) Delivery within the E.U. is in accordance with the Contract terms by any method convenient to the Company and the Buyer will be charged accordingly.
- (B) Exports are delivered FOB European North Sea Port, in accordance with Incoterms 2010 and packing is charged to the Buyer at the cost to the Company.
- (C) Delivery times given by the Company in its quotation or otherwise are business estimates only and the Company is not liable to the Buyer for any failure to comply with such delivery times.
- (D) Delivery times exclude carrying out any experimental work in connection with the Goods and only start to run from receipt of all information, drawings, patterns or equipment required from the Buyer.
- (E) The Company is not bound to deliver the Goods in one lot, shipment or consignment and the Buyer shall accept split deliveries or delivery by instalments.
- (F) If Company agrees to deliver the Goods, any shortage or visible damage to the Goods (including packing) must be noted on the carrier's bill of lading or delivery note (which includes an Airway bill or Ocean Bill of Lading) at the time of delivery or within such time as to enable the Company to comply with the carrier's conditions of carriage and details of any shortage or damage must be sent immediately to the Company by telephone or telex and confirmed in writing despatched by first class pre-paid post.
 If the bill of lading or delivery note is signed by or on behalf of the Buyer without exception such signature shall constitute conclusive proof that the Goods were received in good order and the quantity was correct. In the case of non-delivery of a whole shipment or consignment, a written claim must be made within 21 days of the date of the advice note or the invoice whichever is the later.
- (G) If Company defaults delivery and the Buyer incurs damage as a result, Company shall have no other liabilities except for late delivery that shall be limited to 0,5% for each full week of delay, maximum 5% of the value of the delayed items beyond the due delivery date.

12. DELAY IN PERFORMANCE

- In this clause delay in performance includes but is not limited to delays caused to the Company by the Buyer through:-
- (A) Any instruction, inadequate instruction or lack of instruction,
- (B) Any failure to provide, return or acknowledge and documentation, schedules, procedures, specifications or approvals
- (C) Any failure to comply with any contractual obligations including accepting delivery
- (D) Suspension, whether specifically requested by Buyer or arising out of any action or inaction of the Buyer.
- If the Buyer is responsible for any delay in performance caused to the Company the Buyer shall pay any increased costs which arise including, but not limited to the Company's costs of handling, storage, administration or interest.

The Buyer also accepts that any delay in performance may cause production of the Goods to be delayed by a longer period than the actual delay due to loss of production slots and other intervening factors.

13. WARRANTY

- (A) The Company warrants that:-
- (a) Goods manufactured by the Company are for a period of 18 months from the time of despatch free from defects in workmanship and materials and comply in all material respects with the contractual specification, normal wear and tear excepted. If any of the Goods do not conform to this warranty the Company will at its option:-
- (i) replace or repair non-conforming Goods;
 - (ii) take back the non-conforming Goods and refund the appropriate part of the purchase price; or
 - (iii) make a price adjustment that is fair to both parties in relation to the non-conforming Goods;
- (b) For Goods not of its own manufacture it will pass on to the Buyer to the extent it is able the benefit of any warranties or indemnities given by its suppliers.

Provided that:-

- (i) The liability of the Company in no event exceeds the purchase price of the non-conforming Goods and performance of any of the above options (as limited by these provisos) constitutes an entire discharge of the Company's liability for any non-conformity;
- (ii) No liability is accepted by the Company in respect of any modification or alteration of the Goods made necessary by any legislation, regulations or requirements of any authority after order placement;
- (iii) The Company is not liable to repair replace or make any refund if any identification, serial or batch number has been altered, defaced or removed, or if any unauthorised work has been carried out by others.

- (B) The warranty contained in sub clause (A) is conditional upon: -
- (i) The Buyer giving written notice to the Company of the alleged non-conformity in the Goods within 14 days of the time when the Buyer discovers or ought to have discovered the defect
 - (ii) The Buyer giving the Company reasonable access to inspect the Goods and, if requested by the Company, returning the alleged non-conforming Goods to the Company's premises, carriage paid, for inspection;
 - (iii) The Goods having been properly maintained, stored, handled and installed in accordance with good industrial practises and the Company's recommended procedures;
 - (iv) The Buyer having paid for the Goods in full.
- (C) This Warranty is given in lieu of all warranties, conditions, representations or other terms implied by statute or common law which are excluded to the fullest extent permissible by law.

14. LIABILITY FOR ACCIDENTAL DAMAGE AND INJURIES

It is understood the Company is not an insurer, that if the Buyer requires insurance he shall obtain and pay for it and that the price of the Goods is based on their value and the scope and extent of the Company's liability given in these terms and conditions.

Company's maximum liability of € 3 Million shall be limited to accidental damage to property or injury from an accident that was solely caused by Company failing to provide goods to the purchase order specification.

The Buyers' remedies in these terms and conditions are exclusive and the Company does not accept responsibility for any loss or damage to the Buyer exceeding the value of the Goods, however arising, nor in any event, for any indirect or consequential losses including, but not limited to loss of profits, loss of contracts or damages claimed by third parties.

Nothing in this clause affects the Company's liability for death or personal injury caused by the negligence of the Company or its employees.

Company's liability for goods that are found not to be to the contract specification shall be limited to the repair or replacement of the supplied valves as is appropriate in the circumstances.

15. FORCE MAJEURE

The Company is not liable for any loss or damage caused by delay in performance or non-performance of any of its obligations which is beyond the Company's reasonable control including but not limited to an Act of God; war; shipwreck; civil disturbance; requisitioning; governmental or parliamentary restrictions; prohibitions or enactments of any kind; import or export regulations or prohibitions; strike, lock-out or trade dispute (whether involving its own employees or those of other); difficulties in obtaining workmen or materials including (but not limited to) oil, gas, coal, electricity or any other fuel or raw material; breakdown of machinery; fire or accident; non-availability or delay of vessels or transport. Should any such event occur the Company at its own option may cancel or suspend or initially suspend then cancel the Contract without incurring any liability whatsoever.

16. SETTLEMENT OF DISPUTES

If any question, dispute or difference arises between the parties in connection with the Contract either party may give to the other notice in writing requesting it be referred to the arbitration or mediation of a person to be mutually agreed upon.

17. TERMINATION

The Company may terminate the Contract without further liability on its behalf by written notice if:

- (a) The Buyer becomes insolvent, goes into liquidation, enters into a composition with its creditors or has a receiver appointed over the whole or any part of its undertaking or assets, is in breach of Contract or the Company considers any of the above may occur;
- (b) Any other contract between the parties is terminated for whatever reason.

The Buyer may at any time and for any reason terminate Company's services and work at Buyer's convenience.

Upon receipt of such notice, Company shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of the Contract.

Upon such termination, Company shall be entitled to payment as follows: (1) the actual cost (inclusive of relevant production overheads) of the work incurred to date; plus (2) other costs relating to the Contract actually incurred by the Company such as the costs incurred by the Company of terminating any sub-contracts; plus (3) a reasonable profit in relation to item (1). There shall be deducted from such sums as provided in this paragraph the amount of any payments made to Company prior to the date of the termination of the Contract. Company shall not be entitled to any claim against the Buyer for any additional compensation or damages including for the avoidance of doubts any loss of profit in relation to any uncompleted work subject to the Contract

18. GENERAL

- (A) The Buyer shall not without the Company's written consent assign, transfer or sub-contract the whole or part of the benefit or burden of this Contract.
- (B) No waiver of any Contract term by the Company is deemed a further or continuing waiver.
- (C) No right or licence is granted to the Buyer under any patent, copyright, registered design or other protection except the right to use or re-sell the Goods.
- (D) Notices may be served by email or fax and are deemed served the next working day after despatch.
- (E) If any provision or part of a provision of these terms is held to be void, illegal or invalid that shall not affect the legality and validity of the remaining part or of other provisions.
- (F) The headings used are for ease of reference only and shall not affect the construction of the terms.

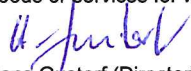
19. LAW

- (A) The construction, validity and performance of this Contract shall be governed in all respects by German law.
- (B) The Buyer submits to the exclusive jurisdiction of the German courts and agrees to accept service of any judicial process by first class pre-paid registered post addressed to it at the address appearing in the Contract.

20. EMBARGOS

Due to the current US sanctions, any inquiry for goods and services for destination Iran will be declined and any order received for goods or services for destination Iran will be refused. For the avoidance of any such situation, the Company ask that its customers declare at the inquiry stage the end destination of the goods or services for which they are inquiring.

Mönchengladbach, 27.03.2019


Hans Gustorf (Director)