

# General Terms and Conditions

## 1. General

1.1 The present general conditions shall be binding and form an integral part of the relationship between Partner and Manufacturer, if declared applicable in Manufacturer's offer or elsewhere.

1.2 No change or variation of these conditions by Partner shall be binding and valid unless expressly confirmed in writing by Manufacturer.

## 2. Offers; Acceptance

2.1 Unless otherwise stipulated,  
- Manufacturer's offers shall be valid for 3 months after the offer date  
- catalogues, brochures and price lists are not binding.

2.2 A contract shall be deemed to have been entered into upon the Partner's receipt of Manufacturer's written acknowledgment of the order.

2.3 Offer documents and technical documents remain Manufacturer's property and may not be used by the Partner for purposes other than those for which they were handed over. They may not be brought to the attention of third parties without Manufacturer's previous written consent.

## 3. Regulations in force in the country of destination

When placing the order, the Partner shall inform Manufacturer about the standards and regulations applicable to the execution of the supplies and services, as well as to the health and safety of the personnel.

## 4. Prices

4.1 Unless otherwise agreed upon, all prices for supplies shall be deemed to be net Ex works (EXW INCOTERMS 2000). V.A.T. shall be charged in addition.

4.2 Any and all additional charges and taxes, such as, but not limited to, freight charges, insurance premiums, fees for export, permits, certification, taxes and customs duties, and the cost of packing shall be borne by the Partner or refunded to Manufacturer by the Partner.

## 5. Passing of benefit and risk

The benefit and the risk of the supplies shall pass to the Partner by notice that the goods are at the disposal of the Partner at the premises of Manufacturer. In case delivery is delayed at the request of the Partner or due to reasons beyond Manufacturer's control, the benefit and risk shall pass to the Partner at the time mentioned in the notice of disposal.

## 6. Terms of payment

6.1 Payments shall be made by the Partner in Euro at Manufacturer's domicile according to the agreed terms, with no deduction whatsoever in advance or secured by letter of credit of a major European bank.

6.2 If the Partner delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which payment was due at a rate of 5% per annum (Usance 360/360). The right to claim further damages is reserved.

6.3 If the advance payment or any contractually agreed securities are not provided in accordance with the terms of the agreement, or if Manufacturer is seriously concerned that it will not receive payments or will not receive them in due time because of altered circumstances, Manufacturer shall be entitled to either adhere to or to terminate the agreement, and shall in both cases be entitled to claim damages, including damages for delay.

## 7. Reservation of Title

The products supplied to the Partner are subject to retention of title in favour of Manufacturer in accordance with the local laws where the product has been sold, until the purchase price has been paid in full. The Partner shall commit himself to participate in the formalization of the retention of title. The retention of title shall be also applicable in case of bankruptcy of the Partner. In such case, the Partner shall inform the appropriate authorities of the retention of title.

## 8. Delivery Time and delivery

8.1 Compliance with the delivery time is conditional upon Partner's fulfilling of its contractual obligations, such as, e.g., respecting the terms of payment, giving of securities, or delivery of technical information.

8.2 If the Partner is in default concerning his own contractual obligations, or if hindrances are occurring which Manufacturer cannot prevent despite using the required care, Manufacturer reserves the right to prolong the delivery term appropriately.

8.3 The Partner shall not be entitled to claim for damages for delayed delivery unless he can prove that they have been caused through Manufacturer's fault. Payment of liquidated damages is excluded.

8.4 Any delay of the supplies does not entitle the Partner to refuse delivery or terminate the contract. This limitation does not apply to cases of unlawful intent or gross negligence of Manufacturer.

## 9. Warranty, Liability

9.1 The warranty period for tables is 3 years, for accessories 2 years. It starts upon notice of disposal.

9.2 Upon written request of the Partner, Manufacturer undertakes at its choice to either repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become Manufacturer's property. Manufacturer shall bear the costs of remedying the defective parts in its works. If the repair cannot be carried out in Manufacturer's works, the Partner shall bear the related costs to the extent exceeding the customary costs of transport, personnel, travelling, living, dismantling and reassembly of the defective parts.

9.3 Excluded from Manufacturer's warranty are all pads, the remote controls and batteries. Furthermore any defects caused by abnormal usage or when the defects are caused by accident, misuse, unauthorized alteration or other improper actions (as failure to observe the operating instructions or excessive loading) on the part of Partner or any third party. Any dictated maintenance by the manufacturer has to be carried out through the Partner in the prescribed intervals.

9.4 For supplies and services of subcontractors requested by the Partner, Manufacturer does not assume warranty for defects.

9.5 With respect to any defective design, material or workmanship, as well as to any failure to fulfil express warranties, the Partner shall not be entitled to any rights and claims other than those expressly stipulated in clauses 9.1-9.4.

9.6 Manufacturer will not be liable to the extent of unlawful intent or gross negligence as far as claims arising of any additional obligations are concerned.

## 10. Non-performance, bad performance

10.1 In all cases of bad performance or non-performance which are not otherwise expressly covered by these general terms and conditions, the Partner shall be entitled to grant a reasonable additional period for the supplies and services effected thereby by simultaneously warning to terminate the agreement in case of non-compliance. If such additional period lapses due to Manufacturer's fault, the Partner shall be entitled to terminate the contract with respect to the supplies or services executed contrary to the terms of the agreement, and to claim a refund of the payments already made for the respective supplies or services.

10.2 In such case, any claim for damages shall be limited to 10 % of the contract price for the supplies and services affected by the termination.

10.3 In no case shall the Partner be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This particularly, but not exclusively, refers to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This provision shall not apply to unlawful intent or gross negligence of Manufacturer.

## 11. Severability

If any provision of these general terms and conditions are deemed, found or held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the balance of these general terms and conditions shall remain in full force and effect and these general terms and conditions shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted.

## 12. Jurisdiction and applicable law

12.1 All disputes arising out of or in connection with the present Agreement shall be submitted to the **International Court of Arbitration** of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

12.2 If the claim of on party is up to € 50'000 one arbitrator shall be appointed. If the claim exceeds € 50'000 three arbitrators shall be appointed.

12.3 The Agreement shall be governed by Swiss substantive law excluding the UN convention on international sales of goods.

12.4 The arbitration shall be held in English.

12.5 The **exclusive place of jurisdiction** shall be the headquarters of the Manufacturer.

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