

1. Validity

These standard terms and conditions for the purchase of import goods shall exclusively apply, save as varied by express agreement accepted in writing by Arthur Langenhan GmbH & Co. KG, a corporation organized and existing under the laws of the Federal Republic of Germany, hereinafter referred to as „LASO“ or the „buyer“ and an international „supplier“.

These conditions shall also apply if LASO accepts delivery of goods under the existence of the supplier's contradictory standard terms not being subject of the contract.

2. Acceptance of order

The contract shall be deemed to have been entered into when, upon receipt of an order, the supplier has sent an acceptance in writing the time limit of 10 days hereby fixed by the buyer.

3. Price of the goods

Unless otherwise agreed, prices shall include the cost of packing or protection required under regular transport conditions to prevent damage, and shall also include VAT.

4. Terms of payment

Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise payment of the delivery shall be made within fourteen days after delivery and receipt of invoice with a 3% discount or within sixty days net.

5. Delivery/Delay

Unless otherwise agreed, delivery shall be effected on due week („delivery time“) as being fixed in the contract or the order of purchase being subject to the contract. The supplier is obliged to give notice in writing to the buyer if a delay in delivery is to be expected. Part delivery is subject to prior approval by the buyer.

If the delivery time is expressly fixed, failure to effect delivery on such time shall constitute a fundamental breach of contract. In other cases late delivery shall constitute a fundamental breach if it is not effected within 1 week after delivery had become due.

Where according to the buyer order delivery is subject to being requested by the buyer the delivery shall be effected within 1 week after communication of the request. Unless provided otherwise in the buyer order the buyer may request delivery within 2 months from the time since the supplier had to be ready for delivery.

If the delivery time limit has exceeded and/or the above mentioned period to cure has expired without delivery being made, LASO shall be entitled to legal remedies, especially LASO does have the right to claim damages and - in case of a fundamental breach of contract - to terminate this agreement (declaration of avoidance) .

6. Transfer of risks

Unless otherwise agreed in an individual contract of purchase, the time at which the risk of damage to or loss of the goods shall pass be fixed in accordance with the interpretation of trade terms (Incoterms 2010) of the international chamber of commerce. If no further indication is given in an individual contract of purchase, the goods shall be deemed to be sold „DAT“ (delivered at terminal, Incoterms 2010).“

7. Notice of defect

LASO is required to give notice of a lack of conformity of the goods only to the extent that such lack of conformity is apparent and the supplier could not have discovered such despite thorough quality controls. The buyer does not otherwise lose the right to rely on a lack of conformity of the goods, whether or not he inspects the goods or give notice of a lack of conformity.

8. Responsibility for defect

The supplier warrants that all items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by the buyer, will be free from design defects and suitable for the purposes intended by the buyer.

The supplier guarantees for a period of 2 years from delivery that the goods conform to the agreed specification and that they are fit for the purpose as can be derived from the buyer order.

Non-conformity of the goods to an agreed specification shall constitute a fundamental breach of contract. The same shall apply if the goods do not comply with the regulations existing in the country of destination.

If the contract product is non-conforming, LASO shall have - at LASO's sole

discretion - the right to demand the delivery of any substitute good or repair. If the supplier is neither ready nor able to either repair or replace the goods then LASO shall have the right to either terminate the agreement or demand a reduction of the purchase price.

Other remedies shall remain unaffected thereby. In particular, LASO does have the right to claim damages because of non-conformity of contract product or to any claim for damages to persons, objects or assets of LASO arising from the non-conformity of the contract product.

9. Limitation

The right to complain of defect products pursuant to item 8 is limited in time to 2 years after transfer of risks.

10. Deficiency in Proprietorship

The supplier guarantees that goods delivered are free from any right or claim of a third party based on industrial property or other intellectual property rights existing in the country of destination. The supplier may not deny liability because the buyer knew about the existence of rights or claims of a third party in the country of destination.

In the event that rights based on industrial property or other intellectual property are claimed against the buyer or if any other deficiency in proprietorship in the goods becomes apparent, the buyer shall not loose remedies available to him if he does not give notice to the supplier.

11. Miscellaneous Clause

Any such data submitted to the supplier prior or subsequent to the formation of the contract remain the exclusive property of the buyer. They must not be communicated to a third party.

Any components or tools of the buyer provided to the supplier for the performance on order shall remain the property of the buyer. The buyer is entitled to require at any time a return of the goods and tools made available to the supplier once they are not required any more for the performance of an order placed by the buyer.

This agreement shall not be assigned or transferred by either party without the written consent of the other.

12. Applicable Law, Place of Jurisdiction

Any contract resulting from the business relationship between the supplier and LASO shall be governed by the United Nations Convention on the International Sale of Goods (CISG). Questions concerning matters which are not governed by this Convention, or which cannot be settled in conformity with general principles on which it is based, shall be settled in conformity with the law applicable at the place of the business of LASO which placed the respective purchase order.

The competent court of the domicile of LASO shall have jurisdiction over all disputes in relation to this contract. LASO is also allowed, however, to bring an action against the other contracting Party in the jurisdiction generally applicable to such other contracting party.