

TERMS & CONDITIONS FOR SALES

PARTIES

This sale of goods and products ("Goods") described in the Contract Documents, as defined below, is between ARJAN INDUSTRIES, a Proprietorship Firm, with a facility at Plot No. 3034/2, GIDC Phase-III, Dared, Jamnagar – 361005, Gujarat, India ("Seller"), and the party placing the order or accepting Seller's quotation ("Buyer") named in the Seller's Order Acknowledgement (the "OA").

Delivery Penalty & Policy

1. DELIVERY AND LEAD TIMES

1.1. Lead times are only approximate insofar as a variation of up to one (1) month is possible, even if a delivery date has been agreed upon with the BUYER, unless a fixed delivery date has been agreed upon in writing. Confirmed delivery dates are subject to the change in respect to punctual delivery of goods to our premises. A lead time is considered to be on schedule if the delivered item leaves our factory before expiry of the deadline, or if we have informed the BUYER of its readiness for dispatch. **The lead time does not come into effect for as long as the Buyer has not accordingly fulfilled his obligations such as the provision of technical details and documents, loan approvals, part payments or guarantees of payment.**

1.2. Seller (ARJAN INDUSTRIES) reserves the right to deliver Goods in instalments, insofar as they are deemed reasonable by Buyer and will not disrupt the production process and are not subsequently detrimental to usage.

1.3. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment, or delay payment for a prior delivery. The quantity of any instalment of Goods as recorded by Seller on dispatch from Seller's facility is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

1.4. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within seven (7) business days of the date when Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of Goods shall be limited to replacing Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

1.5. *Force majeure* occurrences, industrial action measures including strikes and/or lockouts, and other circumstances for which we are not responsible, which are beyond our control, and which make it impossible to complete an order within the deadline release us from our delivery obligations for the duration of their occurrence.

1.6. The return of sold, defect-free goods is prohibited in principle.

1.7. Applications for insolvency, declarations as per Indian Government Law, emergent payment difficulties or signs of significant deterioration in the BUYER's financial position entitle us to call off deliveries immediately and to refuse the fulfilment of current contracts for as long as the BUYER has not provided consideration in return or provided the appropriate security at our request, without the BUYER being able to withdraw from the contract or demand damage compensation.

1.8. If the parties have agreed that the BUYER shall collect the Goods, the BUYER shall collect them **from the Supplier's premises as set out in the Order within 3 Business Days of the Supplier notifying the BUYER that the Goods are ready.** Otherwise, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the BUYER that the Goods are ready. Delivery of the Goods shall be completed in the case of BUYER collection on the Goods' arrival at Supplier's premises as set out in the Order, or in the case of Supplier delivery on the Goods' arrival at the Delivery Location.

1.9. If the Seller (ARJAN INDUSTRIES) fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the BUYER in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the BUYER's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

1.10. The Supplier shall not accept the return of Goods by the BUYER to the Seller unless the Goods are defective, in which case the BUYER may only return the Goods if asked to do so by the Supplier in accordance with clause of QUALITY POLICY. The Supplier shall not accept the return of any packaging materials by the BUYER to the Supplier and shall not be responsible for any costs incurred by the BUYER in attempting such return. The Supplier may accept the BUYER's own packaging for packing of the Goods, but in such case shall have no responsibility for any losses or damage occurring as a result of the use of the BUYER's own packaging.

2. DISPATCH AND TRANSFER OF LIABILITY

2.1. Liability for the delivery is transferred to the BUYER upon departure from our factory premises.



2.2. Liability is transferred to the BUYER when the goods are ready for dispatch but dispatch is held up for reasons beyond our control and for which we are not responsible.

2.3. The risk in the Goods shall pass to the BUYER upon delivery, or in the case of BUYER collection, upon loading upon the BUYER's vehicle at the Supplier's premises.

3. PACKAGING

Single-use packaging is not taken back.

4. SECURITIES

4.1. We reserve the right to ownership of all our delivered goods up until the time that all receivables, including partial and incidental ones owed to us by the BUYER within the scope of our business relationship, have been paid; in this respect, all deliveries are considered as being one comprehensive delivery transaction. With regard to current invoices, reserved ownership is held to be a security for receivables due. The above provisions also apply to future receivables.

4.2. The BUYER is entitled to sell on the purchase item in due course of business. He is also entitled to process or combine it; as such, he thereupon assigns us all receivables resulting from subsequent disposal, processing, combination or other judicial reasons relating to the purchase item (in particular from insurance contracts or unauthorised dealings) to the value of the invoiced total (incl. Taxes). Subsequent disposal denotes usage made by the BUYER for the purpose of contracts of manufacture or supply.

4.3. The ownership claim also extends to those products resulting from the processing, mixing or combination of our goods, at their full value, with the outcome being that we are considered as the manufacturers of these products. Should the processing, mixing or combination with goods of a third party give rise to the latter's proprietary rights, we shall then acquire co-ownership in proportion to the objective value of these goods. Should our ownership expire due to the combination or mixing of goods, the BUYER shall thereupon assign us his ownership and/or reversion rights to the new stock or item to the extent of the invoiced amount of the goods supplied by us, and shall safeguard them for us free of charge.

4.4. Notwithstanding the assignment of his rights, the BUYER is entitled to call in receivables arising from subsequent disposal, as long as we have not withdrawn this entitlement. We will not call in the receivables ourselves, provided that the BUYER duly fulfils his payment obligations towards us. Upon our first written request, the BUYER is obliged to provide us with the details of the debtors of the assigned receivables, and to inform the debtors of the assignment.

4.5. In accordance with clause 4.2, we are entitled to withdraw the BUYER's right to further disposal and to collection of receivables assigned to us with immediate effect if the BUYER defaults on payments due to us, if he encounters payment difficulties due to a significant deterioration in his financial position, or if he fails to fulfil his commitments towards us accordingly. In the event of the BUYER's application for insolvency, in the event of any default in payment, in the event of a declaration being made in lieu of an oath as per Indian Government Law or in the event of changes in ownership of the BUYER's company due to payment difficulties, the right to further disposal and collection of receivables assigned to us will expire automatically.

4.6 The BUYER shall safeguard the items forming part of our (joint) property with the care of a respectable trader and free of charge, and will ensure these items against fire, burglary and other risks.

4.7 The BUYER is prohibited from mortgaging or pawning any supplied goods that are subject to reservation of proprietary rights. In the event of seizure or any other prejudice to our proprietary rights on the part of a third party, the BUYER shall immediately inform us thereof and also confirm the proprietary rights both toward us and the third party in writing. Any remaining costs incurred upon us in spite of the successful outcome of an ensuing legal dispute shall be borne by the BUYER.

4.8 Applications for insolvency, declarations in lieu of an oath as per Indian Government Law, or signs of significant deterioration in the BUYER's financial position, which poses a serious threat to our payment claim and entitles us to cancel the contract, entitle us to recover the goods; in such an instance, the BUYER hereby agrees to such recovery. Should this recovery occur, the Parties agree that we will refund or otherwise settle the costs at the usual market value at the time of recovery. Recovery of goods is only tantamount to withdrawal from the contract if this is expressly stated by us. Costs incurred by recovery (such as transportation costs) shall be borne by the BUYER. In cases where there has been no official notice of withdrawal, the BUYER may only request the delivery of recovered goods once he has paid the full purchase price and all other costs.

4.9 Securities owed to us will not be collected if the value of our securities exceeds the nominal value of the securable receivables by 20 %. The BUYER can request the express removal of supplied goods from the reserved property as long as the overcollateralization does not exceed 20%.

5. DELAYS

5.1 If shipment or delivery is delayed for any reason caused by Buyer or in its sphere of control, including, but not limited to, requests for changes with respect to Goods, then (i) risk of loss to Goods shall pass to Buyer; (ii) Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.2 Seller will not be liable for any delay in the performance of this Contract, or in the delivery or shipment of Goods, or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, terror or insurrection, governmental interference or embargoes (whether by priorities, rationing or otherwise), strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays or any other cause (whether or not similar to any of the foregoing) beyond Seller's control. Seller shall have the additional right if any of the above mentioned contingencies occur, at Seller's option, to cancel in whole or in part, this Contract without any resulting liability and to allocate production and deliveries among BUYERS.

PRODUCT LIABILITY & POLICY

1. LIABILITY

1.1. We shall be liable for all types of damage compensation claims, in particular with regard to faults pertaining to conclusion of the contract, breach of obligations and unauthorized actions, if we, our staff or associates are found to be guilty of intentional misdemeanour or gross negligence.

1.2. In the event of damage resulting from death, bodily harm, compromised health, breach of guarantee or breach of basic contractual obligations, we shall also be liable for slight negligence. In the event of a breach of basic contractual obligations, our liability shall be limited – depending on the type of goods – to foreseeable, contractually standard and direct average damages. This provision also applies to contractual breaches committed by our staff and associates.

1.3. In the event of breached protection rights, we are liable in terms of the above-mentioned provisions, inasmuch and insofar as these protection rights are violated during the contractually valid use of our goods, provided that these rights are valid in the INDIA and on condition that they are published at the time of our delivery. This does not apply if we have manufactured the supplied items on the basis of drawings and models or similar descriptions or details provided by the BUYER and are not expected to be aware that protection rights have been breached as a result of products developed by us.

1.4. Our liability in terms of the provisions of product liability law remains unaffected by the above provisions.

1.5. The statute of limitations for claims arising from defects in delivered products becomes effective 1 year after acceptance of the products, however not exceeding 14 months after the transfer of risk, unless the acceptance is delayed for reasons for which the BUYER is not responsible. This does not apply to an item that has been accordingly used for a building and has resulted in the latter's defectiveness; in such instances, the statute of limitations becomes effective after a 5-year period.

1.6. Reduction and withdrawal claims shall not be admitted once the statute of limitations for rectification claims has come into effect.

1.7. Claims associated with the manufacturer's right of recourse remained unaffected by this paragraph.

1.8. Furthermore, we shall not be held liable.

2. LIMITED WARRANTY

2.1. The sole and exclusive warranty provided herein is that Goods sold conform to Buyer's specifications (if provided) and are warranted to be free from defects in material or workmanship as established by Seller's standards of acceptable quality. This express warranty is in lieu of all other warranties, express or implied. **Buyer's remedy under this warranty is to have its account credited with the invoice amount, or at Seller's sole option to have any Goods which contain manufacturing defects at variance with Seller's standards, or any Buyer specifications, replaced or repaired, provided the specific defect is reported to Seller within sixty (60) days after the date of initial shipment.**

Every such claim under this warranty shall be deemed waived by Buyer and this warranty void:

- (i) unless such claim is made in writing within said sixty (60) day period;
- (ii) if Goods are not operated, maintained, stored, installed, integrated or commissioned in accordance with the oral or written instructions furnished by Seller or are repaired or maintained without Seller's express authorization; (iii) if Goods are injured or damaged as a result of water, fire, misuse, accident, or neglect;
- (iv) if Goods are modified or altered;
- (v) if any required documentation and information relating to such Goods, including technical details, drawings, plans, or specifications provided by Buyer are inaccurate. Defective Goods may be returned to Seller only after Seller's inspection and then only upon receipt of Seller's authorization and definite instructions for said return received from Seller. Any Goods returned without Seller's advance written instructions will not be received for replacement, repair or credit. In no event may defect free Goods be returned.

2.2 The foregoing warranty is expressly in lieu of any and all other warranties, and seller disclaims any and all other express warranties and all implied warranties with respect to goods, including any

- (i) warranty of merchantability; or



(ii) warranty of fitness for a particular purpose whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

3. LIMITATION OF LIABILITY

3.1. Seller's liability is limited to the **original selling price of goods** to be supplied under the contract documents. Under no circumstances shall seller be liable to buyer or any other person for any incidental, consequential or special damages, losses or expenses arising directly or indirectly from this contract or its performance or in connection with the storage, use of (or lack of use), or inability to use goods for any purpose whatsoever or for injury to person or damage to or loss of property or value caused by any of the goods.

3.2. Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987, or other any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

3.3. Subject to clause 3.2:

- (a) the Supplier shall under no circumstances whatever be liable to the BUYER, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of production capacity, loss of business or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the BUYER in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

4. INTELLECTUAL PROPERTY RIGHTS

Buyer assumes all patent, copyright, and trademark liability, with respect to all Goods sold to Buyer. Without limiting the meaning of the foregoing, Buyer shall indemnify and save Seller harmless from and against any loss, cost, claim, expense, or liability for infringement of any letters patent, trademarks or copyrights or otherwise, resulting from or arising in connection with Buyer's printed matter, design, shape, specifications or the sale or use of any item covered by this Contract, or Seller's compliance with Buyer's instructions. Buyer shall promptly pay or secure any judgment or recovery which may be obtained against Seller with respect to any claim covered by the foregoing, and will pay Seller reasonable costs and expenses incurred in evaluating, defending and settling such claim in any judicial or administrative proceeding or in any negotiations prior thereto. Buyer shall notify the Seller in writing of any claim, demand or suit against Buyer brought on the ground that use or resale by Buyer, or by anyone purchasing from Buyer, of Goods hereby ordered infringes any patent, trademark, copyright, trade name, license or other proprietary right of other parties. The Seller shall, at its option, have the right to take control of and defend such claim, demand or suit at Buyer's expense, to approve counsel and to hire its own counsel at Buyer's expense to participate in such negotiation or litigation.

5. CONFIDENTIALITY

Any designs, sketches, engineering drawings, proofs, etc. originated by Seller are submitted in confidence and will not be disclosed by Buyer to any third party. Unless otherwise agreed in writing, such items and all copyrights or patents protecting them are owned by Seller.

SUBJECT TO JURISDICTION

1. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, OTHER AGREEMENTS

1.1. The BUYER is only entitled to bring claims arising from the contract subject to our prior agreement.

1.2. The place of performance for all claims arising from business ties and more specifically from our deliveries is the place from which the delivery was performed.

1.3. The place of jurisdiction for all claims arising from business ties and more specifically from our deliveries is that of the current head office of the ARJAN INDUSTRIES Group member responsible for the delivered item. This place of jurisdiction also applies for disputes regarding the conclusion and effectiveness of the contract. However, we are also entitled to bring an action against the BUYER before the competent courts for his head office.

1.4. The law of the Indian Constitution Legal System applies exclusively, without possibility of recourse to its international private legislation, insofar as it refers to the validity of another legal system. Application of the United Nations Convention on Contracts for the International Sale of Goods is not admissible.

2. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

3. GOVERNING LAW AND JURISDICTION.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Indian law, and the parties



irrevocably submit to the exclusive jurisdiction of the courts of India save that the parties irrevocably agree, for the sole benefit of the Supplier, that the Supplier may bring a claim in any court of competent jurisdiction.

Any contract resulting from Seller's quotation, or acceptance of a purchase order, and all obligations of the parties thereto, shall be construed in accordance with, and all disputes governed by, the laws of the Indian Legal System (without reference to its conflicts of laws rules), including provisions of the Uniform Commercial Code as adopted by Indian Law. The parties expressly reject the applicability to any such contract of the United Nations Convention on Contracts for the International Sale of Goods. Seller and Buyer submit to the exclusive jurisdiction of the courts, both State and National, located in India. In the event of any proceedings therein in connection herewith brought by either of them. Any claim arising out of the Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

4. MEDIATION

The parties shall endeavour to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the Indian Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the Indian Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings which shall be stayed pending mediation **for a period of 60 days from the date of filing**, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Seller's State & Country, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5. LIMITATION OF ACTIONS

No action regardless of form arising out of any contract with the Buyer may be commenced more than one (1) year after the cause of action has accrued except an action for non-payment. Buyer shall reimburse Seller for any attorney's fees and other legal expenses incurred in enforcing or defending its rights under any contract arising from Seller's quotation or an acceptance of Buyer's purchase order.

6. EXPORT COMPLIANCE

6.1 Any purchase order directed to Seller for any Goods quoted to Buyer must contain the statement: "REPRESENTATIONS AND AGREEMENTS OF COMPLIANCE WITH INDIAN EXPORT LAWS AND REGULATIONS ACCEPTED." Failure to include such phrase may result in rejection of purchase order.

PRICES AND PAYMENT

1.1. Our prices are given in INR/EURO/USD/GBP. Ex works for Domestic BUYERS, Ex Works, FOB, CIF, DDU for Foreign BUYERS - exclusive of (a) all sales, value added, use, taxes, including, without limitation, taxes on manufacture, sales and receipts, and (b) all costs of transportation, packaging, insurance and any other costs incurred in respect of shipping and delivery, including export and import duties. All such taxes and costs will be added to Seller's invoice and paid by Buyer. Prices are based on current costs and therefore subject to change up to a maximum of 7% to account for foreign exchange fluctuations, changes in the cost of materials and other direct costs beyond Seller's control, provided twenty (20) days' notice is given to Buyer prior to the delivery date.

1.2. Unforeseen changes in the cost of raw materials, labour, material and energy beyond our control entitle us to adjust our prices accordingly, of up to 7 %, if at least four (4) weeks lie between the conclusion of the contract and the anticipated delivery date. In the event of part deliveries, each delivery may be invoiced separately. If no prices have been set upon conclusion of the contract, we shall apply the price in effect on the day of delivery.

1.3. If no other payment arrangements have been agreed upon in writing, our invoices fall due for payment immediately with no deductions.

1.4. We are not obliged to accept bills of exchange, cheques and other promissory notes; they are always accepted for the sake of fulfilment.

1.5. The date of receipt of payment is the date on which the amount is made available to us or has been credited to our bank account. **If the BUYER delays payment, we are entitled to charge interest at a rate of 8 % p.a. above the basic interest rate for the duration of the default period.** This does not restrict our right to demand further damage compensation.

1.6. If the BUYER is unable to pay, all receivables owed by the BUYER from this and other contracts fall due immediately. Furthermore, deliveries forming part of this or of other contracts may be detached from a previous security or a step-by-step payment method.

1.7. We do not allow interest on advance and/or interim payments.

1.8. The BUYER is not entitled to offset or withhold payments if his counterclaim is undisputed or deemed to be legally valid by us.

Terms of **payment are 30 Days from date of invoice**, unless otherwise specified on the face of Seller's quotation. Payment shall not be deemed to have been received by Seller unless and until the respective amounts have been finally credited to Seller. All payments shall be made in currency of respective Invoices, without any right of setoff or deduction and all bank fees and charges shall be borne by Buyer. For export shipments, Seller reserves the right prior to manufacture of any Goods to require payment pursuant to an irrevocable letter of credit issued by a financial institution acceptable to Seller or by documentary draft specified on the front of Seller's quotation or acceptance. Seller may also elect to obtain credit risk insurance, in which event the premium will be added to the price. Any payment terms specified on the front of Seller's quotation supersede any inconsistent part of this section. Seller reserves the right to impose a monthly service charge at the rate of one and **one-half percent (1 1/2%) on invoices unpaid after due date**. Buyer's failure to timely and fully to pay an invoice shall operate to make all other outstanding invoices of Seller to Buyer immediately due and payable, and at the discretion of Seller, shall be grounds for cancellation of any further performance by Seller. Any collection expenses incurred by Seller shall be borne by Buyer. Such collection expenses shall include Seller's reasonable costs and expenses (including attorney's fees and court costs) for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling Goods as well as any deficiency resulting from a sale of Goods. The reasonable costs and expenses (including attorney's fees and court costs) of Seller incurred in any defence against third party claims to Goods shall also become part of Buyer's indebtedness to Seller. In addition to the foregoing provisions, and in addition to any other remedies it may have under the Contract or under applicable law, if Buyer fails to make payment when due, Seller may repossess Goods and put the same into storage, at Buyer's expense, or dispose of Goods as Seller, in its sole discretion, deems practicable under the circumstances. Buyer hereby authorizes Seller or its agent to enter the premises of Buyer for such purposes and to do such acts and things relating thereto (e.g., bringing in manpower, rigging and lifting equipment, etc.).

REJECTION POLICY

1.1. We are liable for defects found on goods supplied by us in accordance with the following provisions only:

i) The BUYER shall duly fulfil his inspection and claim obligations in accordance with § 377 HGB.

ii) Complaints shall only be accepted by us if they are submitted in writing **and within 30 days from receipt of Goods for Domestic transactions and within 90 days from receipt of Goods for International transactions**. Complaints lodged against sales representatives, carriers or other third parties shall not be deemed to be filed in due form and due time.

1.2. In the event of a defective consignment, we reserve the opportunity – prior to the start of production (processing or installation) – to resolve/eliminate the defect or redeliver the goods, unless the BUYER deems this unreasonable. In the event of our inability to do this or in the event of our failure to fulfil this commitment immediately, the BUYER may then return the goods at our risk. In urgent cases, he can – subject to our approval – eliminate the defect by his own means or by means of a third party at our cost.

1.3. If the defect is detected only after the start of production – despite compliance with the obligation stipulated in Clause 1.1 i) – the BUYER may demand rectification (either in the form of rework or replacement, depending on Seller's choice).

1.4. In the event of a replacement, the BUYER is obliged to return the defective item upon our request.

1.5. **Annulment of the contract or a reduction in the purchase price shall only be granted if the defect cannot be rectified** within a reasonable period, if rectification of the defect is likely to incur disproportionate costs, if rectification of the defect is deemed to be unreasonable or for other reasons, is deemed to have failed. Only in the event of insignificant defects is the BUYER not entitled to withdraw from the contract.

1.6. In the event of a complaint, the BUYER shall immediately grant us the opportunity to inspect the goods in question; in particular, the incriminated goods shall be made available to us at our request and at our cost. In the event of unfounded complaints, we reserve the right to demand that the BUYER bear any transportation and inspection expenses.

1.7. Defect claims shall not be accepted if the fault is due to non-compliance with operating, maintenance and installation instructions, to inappropriate or improper use or storage, to improper or negligent handling or assembly, to natural wear and tear, or to intervention on the part of the BUYER or a third party.

1.8. The BUYER may only demand damage compensation and reimbursement for defects due to costs incurred through dismantling and assembly, as well as associated transportation costs, if this has been agreed upon by contract. This does not apply if the defect was caused deliberately or through gross negligence and/or resulted in injury to life, body or health.

1.9. For products that are not delivered as new in accordance with the agreement, the BUYER is not entitled to the above-mentioned claims.

QUALITY REPORTS & POLICY

1.1. For the entire duration of the contract, the supplier undertakes to implement an IATF 16949:2016 quality management system guaranteeing us flawless quality of his goods, to carry out internal audits at regular intervals and to take the requisite measures in the event of deviations being detected. We are entitled to inspect the supplier's quality assurance programme at any time, subject to prior notice. At our request, the supplier shall grant us access to accreditation and audit reports as well as to testing procedures including all inspection records and documents pertaining to supplies.

1.2. An inherent part of all orders and agreements between suppliers and ourselves is our set of "quality standards" in their current version, which we provide to our suppliers upon request.

2. MODIFICATION

Modifications, additions, cancellations or suspensions of any order resulting from Seller's quotation, or any acceptance of a purchase order, shall not be effective or binding upon Seller unless evidenced in writing on the face of the order or in a separate writing, signed by an authorized manager of both the Buyer and the Seller, expressly stating the terms modified and the nature of the modification.