

## CONDITIONS OF SALE

### 1. GENERAL

- a. In these terms, "seller" shall be understood to be Gazpack B.V.
- b. All prices quoted in verbal and written offers, even if made through price lists published by the seller, shall be totally without obligation.
- c. Seller cannot be held responsible for items becoming obsolete after an offer has been made to the buyer. In case an item has become obsolete after the order of buyer has been received, prices and delivery times for these items will be reevaluated.
- d. These terms shall apply to all verbal and written offers and to all agreements and deliveries.
- e. An agreement shall be concluded only by the seller's written confirmation of an order made by the buyer.
- f. Any departures from these terms and/or from the terms in the seller's price lists, catalogues, circulars etc. shall apply only if the seller has confirmed them in writing.
- g. Any purchasing terms or buyer's general terms of sale shall not apply unless the seller has explicitly accepted them in writing.

### 2. DELIVERY

- a. Except where agreed otherwise, all orders shall be accepted ex works of seller, and any loading and unloading, transport and insurance costs are not included in the purchase price.
- b. Delivery shall be considered to have been made as soon as the goods are ready in the seller's factory to be sent to the buyer.
- c. Delivery times quoted by the seller shall commence immediately when the order has been confirmed in writing by the seller, all necessary information for its execution is in the seller's possession, and – if required under article 5e – the seller has received advance payment or security in whole or in part.
- d. Any delivery date or time quoted by the seller shall be regarded as an estimate, and if a delivery time is exceeded this shall not give the buyer any right to demand compensation, to refuse to accept the goods, or to cancel the agreement in whole or in part.
- e. The seller may postpone delivery in whole or in part in the event that the works of the seller or the manufacturer of the goods is closed down in whole or in part, whether it be as result of strikes, lockouts, company closure, accident, fire, storm, government regulations, lack of raw materials, act of God or any other reason beyond the seller's control.
- f. In the event described in article 2e, delivery time shall be extended until a reasonable time has passed after the cause of the delay in delivery has ceased to apply; the seller may also cancel the order in such an event by informing the buyer of this in writing. In the event of such extension or cancellation, the seller shall not be liable for any damage or loss arising directly or indirectly from it.
- g. If goods cannot be sent or collected immediately on delivery, the seller shall have the right to store them at a place of his choice for account and risk of the buyer.
- h. Defects in the quality or dimensions of an individual item in a delivery consisting of a number of items shall not give the buyer the right to cancel the order in whole or in part.
- i. The buyer will inspect the Products or Services within a reasonable period but at least six (6) months after the delivery or execution, unless otherwise agreed in the Assignment. If this inspection shows that the Products or Services are not in accordance with the Assignment, the buyer will inform the seller immediately but not later than six (6) months after delivery.

### 3. EXCLUSIVENESS OF DELIVERY

The seller expressly sells and delivers products specially manufactured for the specific buyer to specifications applying for the place of delivery and use as stated by the buyer. Accordingly, the buyer is not permitted to supply the supplied products on to third parties or to allow use of the supplied products in locations and/or on installations other than those for which the products has been manufactured and supplied.

### 4. PAYMENT.

- a. The buyer is obliged to pay the purchase price as mentioned on the invoice – even if a claim is made – without any deduction or retention of monies owed, to the seller's bank account.
- b. All bank costs will be borne by the buyer.
- c. If the buyer fails to fulfil or to fulfil on time or does not properly fulfil any payment obligation, the seller shall be entitled to charge him 1% interest per month on the outstanding balance, calculated from the due date to the date of payment in full, without prejudice to the seller's remaining rights, while the buyer shall also be obliged to meet all legal and non-legal expenses of collecting the debt, in addition to the amount invoiced and the interest due.
- d. Failure to observe a payment date shall put the buyer in default immediately without the seller being further required to serve notice of this and shall give the seller the right optionally to demand observance of the agreement or to have the whole of the agreement fall due without legal intervention.
- e. Seller shall always have the right to demand payment for the goods or security thereof before the goods are sent.

### 5. TRANSPORT

- a. All transport is for buyer's account and risk, even if delivery is free of charge. If the seller makes a declaration regarding transport or enters into conditions or obligations with or towards third parties, this shall be considered to be on the buyer's behalf and for the buyer's account.
- b. If the goods concerned are to be exported, delivery shall be FOB. However, if a cost and freight price has been agreed, this price is based on the situation at the time of the offer, and if at the time the goods are shipped the seller has to bear additional costs as a result of strikes, lock-outs, obstructions or acts of war or other unforeseeable or exceptional circumstances, the seller may charge these extra costs to the buyer's account.

### 6. LIABILITY

- a. Without prejudice to what is stated elsewhere in these terms, the seller is not liable to compensate the buyer for damage or loss, whether direct or indirect, to persons or goods arising from or in connection with any fault in or use of an item supplied by the seller or from or in connection with installation works performed for or on behalf of the seller. The buyer commits himself to indemnify the seller against any such claims by third parties.
- b. If despite what is stipulated in paragraph 6a above, the seller is liable to the buyer on the basis of mandatory legal stipulation, his liability shall be limited to compensation for direct loss, in as far as the loss does not exceed the price of the goods bought and delivered or the service carried out by or on behalf of the seller. Indirect loss, including consequential loss, shall not be considered for compensation.
- c. Notwithstanding the stipulations in paragraphs 6a and 6b above, the seller shall not be liable for any loss in excess of the loss repair to the buyer by the buyer's insurers.
- d. Additionally, any liability of the seller in regard of the use by third parties of the goods supplied, even in the case of third parties to whom the goods supplied are made available and/or supplied on, shall be explicitly excluded, and this shall apply both for direct and indirect loss arising from their use and/or arising from a change of the jurisdiction in which the goods supplied are then used.

**7. WARRANTY**

- a. Please note that our packages are guaranteed for a limited period of time. However, serious damage appearing after the guarantee has expired which can be traced back to a mistake during manufacturing will be covered under our guarantee. If spare parts are not ordered directly from Seller, or modifications/changes are made to the machine without prior consent from Seller, the guarantee will expire immediately. The maintenance logbook must be kept up to date and accurate and maintenance must be performed according to the schedule. If correct and regular maintenance is not performed, any warranty of the package & its parts will be null and void. Gazpack cannot legally be held responsible for problems, defects, or damage that may result, when the afore mentioned guidelines are not followed.
- b. Please be aware that disregarding paragraph 7a, may result in serious damage to the machine, your environment, and yourself!
- c. To ensure good quality of the goods, the buyer should store the items in a clean and dry environment in the original packing. Most goods (such as filters, membranes, desiccant, rubber parts, oxygen analyzer sensors and gaskets) have a limited shelf lifetime even when stored correctly.
- d. The Seller warrants that parts manufactured by the Seller and furnished under this contract, will be free of defects in material and workmanship for a period of six months from the date of installation, exclusive of transportation and installation costs (or six months from date of delivery if not installed by Seller), and at its option, shall either repair or replace such parts, provided the buyer promptly notifies the Seller of defects therein, within said period.

**8. TERMINATION**

In case of cancellation, the buyer is obligated to inform the seller within 24hrs of the placed purchase order. In case the cancellation is done after this period, all costs will be borne by buyer. In case the buyer informs the seller within the required period, no cancellation costs will be claimed. In case of an advanced payment, the advanced payment has to be paid when the order is not cancelled within 24hrs.

**9. APPLICABLE LAW**

The terms of this agreement and of any further agreements as a consequence thereof are governed and construed by the laws as applicable in The Netherlands.

This offer relates to a specific product to specifications related to the use of our product in the position you have indicated in your production process. It is therefore not permitted to supply our product on, nor to set it up or install it in places other than that provided for in this offer, both on penalty of lapse of liability.