

1. GENERAL PROVISIONS

The Parties mutually agree that these General terms and conditions for international sale of goods (hereinafter referred to as: "General terms and conditions") shall apply in all cases when TERMOVENT SC DOO Temerin (hereinafter referred to as: "Seller") acts as a Seller in international sale of goods. These General terms and conditions are exclusive and complete terms and conditions of sale relating to every Purchase order (hereinafter referred to as: "Purchase order") and no other terms and conditions shall be considered relevant to clarify or supplement these terms and conditions, whether oral, written, based on trading practice, course of dealing or performance, and irrespective of the fact that they may be attached to the Buyer's Purchase order or included in the Purchase order cover sheet. By placing this Purchase order, the Buyer agrees with these General terms and conditions. General terms and conditions of the Buyer shall be binding only when accepted by the Seller in writing.

2. PRICE, TERMS OF PAYMENT AND DELIVERY

Prices shall apply FCA Temerin, the Seller's manufacturing facility (INCOTERMS 2010), unless otherwise agreed in writing. Delivery dates for the goods are provisional and are subject to availability. Terms of payment shall be advance payment 100%, upon confirmation of the Purchase order. Unless agreed otherwise, advance payment shall be made within 15 days from the confirmation of the Purchase order. The Seller shall not be obliged to start delivery until the payment has been made in full. In case the payment has not been made after this period, the Seller shall be entitled to terminate the agreement upon a written notice to the Buyer, with reimbursement of the costs and losses incurred by the Seller.

3. COMPLIANCE WITH REGULATIONS

The Parties shall comply with all laws and regulations including, but not limited to, export control laws and anti-corruption laws pertaining to bribery, extortion, kickbacks or other unlawful or improper means of obtaining business whether directly or indirectly. Each party shall reasonably cooperate with the other regarding any claim or proceeding and indemnify the other for any act or omission thereof.

4. QUALITY CONTROL AND ACCEPTANCE

All goods delivered or services rendered shall be conclusively deemed accepted by the Buyer unless a written notice of rejection has been sent by the Buyer to the Seller within 15 days of shipment of the goods. The Buyer shall only have the right to reject goods that do not conform to the Seller's warranties. The Buyer may not reject the goods due to insignificant irregularities, such as defaults which do not exclude functionality of the delivered goods i.e. which do not prevent regular usage of the delivered goods.

5. WARRANTY

All products sold are warranted to be free from defects in material and workmanship and to conform to the specifications listed on the confirmation of the Purchase order. If no specifications are listed, the products are warranted to conform to Seller's currently published specifications. The warranty period is 12 months from the date of installation, or 18 months from the date of shipment to the Buyer, whichever occurs first. No warranty is given for products or components which have been subject to handling contrary to the Seller's instructions for installation, operation and maintenance, or which have been disassembled, modified or repaired other than by the Seller. The Seller must receive a written notice of defect within the warranty period. The Seller's liability is limited solely to repair or replacement of any product, or, at the Seller's option, to refunding to Buyer the purchase price allocable to the nonconforming portion of the Purchase order. The Seller disclaims all other warranties, whether express, implied or statutory, such as warranties of merchantability and fitness for purpose.

6. LIMITATION OF DAMAGES

In case the Seller fails to make delivery or repudiates or breaches any provision of this Purchase order, the Seller's liability shall not exceed the total sales price under this Purchase order. The Seller shall not be liable for any actual or potential loss or damage incurred by any third party that has concluded contracts with the Buyer. Liability of the Seller for any loss of profit, indirect or consequential damage is excluded.

7. INTELLECTUAL PROPERTY

The Seller reserves all rights, including intellectual property rights, to all documents included in the offer or confirmation of the Purchase order, such as specifications, drawings, schemes, catalogues etc. (hereinafter referred to as "Documents"). The Documents may not be made available to any third parties without a prior written consent of the Seller and they will be returned to the Seller immediately upon request. The same shall apply to the documents of the Buyer.

8. CANCELLATION AND TERMINATION

No products may be returned without a prior written approval of Seller. Purchase order placed with and accepted by Seller may not be canceled except upon Seller's prior written consent and the Buyer's acceptance of the Seller's cancellation charges which shall protect the Seller against all costs and losses. Either party may terminate this Purchase Order if, in its reasonable judgment, bankruptcy or insolvency proceedings are likely.

9. ASSIGNMENT

Except as otherwise permitted by law, neither party may assign its Purchase order without a prior written consent of the other party, provided that the assigning party shall remain a guarantor of performance hereunder. Nothing in this Purchase order shall inure to the benefit of or be deemed to give rise to any rights in any third party.

10. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events shall include, but are not limited to, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures and earthquakes.

11. DISPUTE RESOLUTION

Any disputes arising or in connection with this agreement shall be finally resolved by arbitration in accordance with the Arbitration rules of the International Chamber of Commerce comprising three arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The seat of the arbitration shall be in Paris.

12. INTERNATIONAL LAW

This agreement shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. WAIVER AND SEVERABILITY

No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will be deemed a waiver. In the event any provision or any part or portion of any provision of these Terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.