

## General Terms and Condition of Sale – Cortus Limited

The following supply and payment terms shall apply as a supplement to current legislation and form the basis of our supply and service contracts. The Contract shall be governed by and construed in accordance with the Laws of England and any difference of dispute arising between the Company and the Purchaser shall be subject to the sole or exclusive jurisdiction of the English Courts.

### 1. General Conditions

- 1.1. Quotations are valid for a period of 30 days from the date issued.
- 1.2. A contract shall only come into effect with written order confirmation from us. The contents of the contract are determined solely by the contents of the order confirmation and by these General Terms and Conditions. The conditions set out herein may only be amended when expressly agreed to in writing.
- 1.3. An order, which has been confirmed in writing by us, is binding unless otherwise acknowledged by us in writing.

### 2. Prices

- 2.1. Prices are deemed to be fixed only on written order confirmation by us and with the reservation that the order details on which the order confirmation is based remain unchanged. All prices are ex-works exclusive of VAT which, if applicable, will be charged at the rate of ruling on the date of invoicing.
- 2.2. Freight, insurances and other costs related to dispatch are not included and will be invoiced accordingly.
- 2.3. Any costs incurred relating to any alterations made to the item in question at the request of the Purchaser after the order has been successfully confirmed will be invoiced to the Purchaser.

### 3. Delivery amounts, delivery dates

- 3.1. Any surplus or short deliveries of up to 10% of the ordered amount caused by production are permissible and will result in a corresponding increase or decrease of the invoiced amount.
- 3.2. We are entitled to make partial deliveries after discussion with Purchaser.
- 3.3. Unless otherwise agreed time of the delivery is not of the essence. All delivery dates given are estimates.
- 3.4. The acknowledged delivery date always applies after clarification of all technical and commercial details and are only valid delivery dates if they have been confirmed in writing to the Purchaser.
- 3.5. The delivery periods will be appropriately extended in the case of measures connected with force majeure, operational stoppages and similar unforeseen circumstances which are outside our control. In these cases, the Purchaser in particular is not entitled to withdraw from the contract and/or claim damages.
- 3.6. We deliver EX WORKS (2018)

### 4. Extent of Warranty

- 4.1. The warranty period is one year, starting upon delivery of the goods.
- 4.2. The Purchaser is to check the goods for perfect condition immediately after delivery. Obvious defects are to be reported to us in writing immediately, at the latest one week after receipt of the goods. If obvious defects are not reported, not reported in time or not correctly reported, the warranty no longer applies in this respect.
- 4.3. Other defects are to be reported to us at the latest one month after receipt of goods.
- 4.4. The warranty does not cover minor defects which do not affect the value, the suitability or the usability of the goods to a major extent.
- 4.5. Warranty covers workmanship and material supplied by us, and provides repair or replacement of same, no subsequent or consequential losses are covered.
- 4.6. We are entitled to carry out the required fulfilment at our own discretion. This means that we decide whether defects are to be repaired or new deliveries are to be made. If the attempt to repair or replace goods fails, we are entitled to repeat the attempt. In this case, we also decide whether to repair or replace the defective goods.
- 4.7. The Purchaser has to grant us a period of at least 30 days or the original quoted manufacturing lead-time to fulfil warranty claims.

### 5. Breaches of Obligation

- 5.1. We are only liable for breaches of obligations if the accusation of intentional or grossly negligent breach of obligation can be aimed at us, our legal representatives or auxiliary persons. This limitation of liability shall not apply in cases of damage to life, body or health caused by us, our legal representatives or auxiliary persons. The limitation of liability shall also not apply in the case of the negligent breach of material contractual obligations, whereby our obligation to pay compensation is restricted to damages typical of this type of contract. Material contractual obligations are those obligations which are absolutely necessary for the proper performance of the contract in the first place and on the fulfilment of which the customer regularly relies and may rely.

- 5.2. We are not generally liable for breaches of obligation which result from work performed according to drawings, documents or samples checked by the Purchaser and approved by him as production documents. We do not accept any responsibility for the design and correctness of the reproduced documents. However, we are obliged to inform the Purchaser without delay of the infeasibility of the technical implementation of the documents in as far as this can be ascertained.
- 5.3. The liability for the infringement of the intellectual property rights of third parties in particular is excluded in the performance of work following the Purchaser's specifications. We have no duty of inspection with regard to the intellectual property rights of third parties.

## **6. Payment conditions**

- 6.1. Unless otherwise agreed, all invoices are due 30 days from invoice date, unless otherwise agreed, and without deductions.
- 6.2. If the payment terms are not met, we reserve the right to charge interest at the rate of 4% above the BoE base lending rate from the due date until the date upon which payment is received by us.
- 6.3. Bills of exchange are not accepted. Cheques are only accepted for the sake of performance and with the reservation that the amount is credited.
- 6.4. If the Purchaser is in arrears with payment due to us, we are entitled to refuse further fulfilment of the contract or further orders.
- 6.5. If claims for payment are considerably jeopardised, we are entitled to demand advance payments or sufficient guarantees.
- 6.6. If the Purchaser refuses to make advance payments or provide guarantees, we are entitled to withdraw from the contract and assert claims for compensation.
- 6.7. Irrespective of a contrary stipulation of the Purchaser, payments received redeem first costs, then interest and last the principal claim. In the case of more than one claim, the oldest is redeemed first.
- 6.8. An offset or assertion of a right to reserve payment against our claims is only possible with such claims which are determined to be indisputable or legally binding or which entail mutuality of obligation with respect to the customer's claims.

## **7. Reservation of title**

- 7.1. All goods supplied remain our property until all of our existing claims against the Purchaser up to the date of invoice have been fully paid.
- 7.2. If the reserved goods are processed or reworked, we shall be entitled to (co-)ownership in the resulting product to the value of the state of the reserved goods before they were processed or reworked.
- 7.3. If foreclosure is made on the assets of the Purchaser and this involves the reserved goods, we are to be informed immediately in writing, including all required details (enforcement office, file number) and, if applicable, enforcement reports. Items supplied by us to the Purchaser which are not part of the scope of performance as such (e.g. drafts, design drawings, tools etc.) remain our property. We can demand their return at any time. An assertion of a right to reserve payment against our claims is only possible with such claims which are determined to be indisputable or legally binding.

## **8. Limitation of Liability**

- 8.1. The Company shall in no circumstances be liable to pay damages or compensation to the Purchaser in excess of the difference between the market value at the place of delivery on the date when delivery is due of the goods supplied and the contract prices of such goods.

## **9. Notice of Claims**

- 9.1. In the event of any claim on behalf of the Purchaser arising out of the Contract the Company shall be under no liability whatsoever in respect thereof unless notification in writing of such claim shall have been received by the Company within 7 days of the actual or due delivery date of the goods in such claim referred to.

## **10. Enforceability**

- 10.1. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid, illegal or unenforceable provision.
11. The failure or neglect by a party to enforce any rights under this agreement will not be deemed to be a waiver of that party's rights.
12. For the purpose of the Contracts (Rights of Third Parties) Act 1999, the Contract does not and is not intended to give any rights or any right to enforce any of its provisions to any person who is not a party to it.
13. The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Customer submits to the exclusive jurisdiction of the English Courts.