

PES.TEC

PE Specialisten Technology

BUSINESS TERMS AND CONDITIONS

Issue 06/2004

1. General

Our business terms and conditions base on the UN Sales Convention on Contracts for the International Sale of Goods as well as the Incoterms issued by the International Chamber of Commerce in the latest editions extended by following special conditions. No contrary terms and conditions shall apply, even if not expressly opposed, unless stipulated in writing.

2. Prices and Payment Conditions

Prices, payment conditions, delivery conditions, warranty and delivery time are based on supply contracts. Supplementary agreements are valid by written acknowledgement only.

3. Supplement on Delivery Time

Post contract changes by buyer may result in new delivery period to be agreed. Delay penalties are accepted if formally agreed and confirmed in supply contract only. Buyers contract cancellations caused by late delivery are accepted if PESTEC receives written complaint by accepting 4 weeks additional delivery time only, as well as if PESTEC fails based on own faults. Delay penalties for late delivery or non-delivery are accepted in case of PESTEC premediation or gross negligence only.

4. Acceptance Criteria

Buyer or project specified products have to be accepted from buyer if complying with the contract.

5. Retention of Title

Materials are suppliers own until full payment. If PESTEC retract products caused by retention of title, buyer keeps responsible for losses arising by resale as well as for return transport value.

6. Publicity

PESTEC reserves the right to restrict reporting in word and pictures of our products and installation works. Buyers, by PESTEC written acceptance, are allowed to issue reporting documents for own publicity only.

7. Limitation of Liability for Supply Contracts

Buyers claim based on conditions not excluded in our business conditions are limited to contract material value only. Buyer can demand PESTEC statement about withdrawing from contract or to supply in appropriate time. Buyers claim in case of PESTEC withdraw from contract are excluded.

8. Place of Jurisdiction / Severability

In case one of above conditions are ineffectiv for any reason, the other conditions keep valid.

Place of jurisdiction for all disputes shall be Frankfurt/Main in Germany.

PESTEC keep his right to sue the buyer on his place of jurisdiction.