

**faavio** GmbH & Co. KG (hereafter mentioned as faavio)

## General/Applicability

The following requirements define the terms and conditions to all offers and orders of products and services and to all agreements with faavio.

The applicability of terms and conditions of other third parties or customers of faavio is hereby definitely excluded. Regulations that deviate from these terms and conditions can be referred by the customer only if and to extent that these regulations are accepted by faavio in writing.

## Quotations, Orders and Agreements

All quotations from faavio are non-binding. Unless otherwise stated all offered prices will be valid for 30 days. faavio takes out the right that stock is subject to prior sale. Orders and acceptance of quotations by the customer are irrevocable. A customer placed purchase order acknowledged by faavio cannot be cancelled by the customer without faavio written permission. Customer is fully liable for any applicable cancellation charges up to the sales price incl. charges of the parts and/or services ordered.

Only fixed written orders are binding. Verbal engagements or agreements by or with faavio staff do not bind faavio apart from and insofar as faavio confirms these in writing. These terms apply to any agreement changes.

Unless otherwise stated, amounts include the cost of standard packaging and the certificate of conformity. The price of the goods shall exclusive of any value-added tax which amount the buyer will pay in addition. faavio reserves the right to charge packing costs according to expenditures for orders below one hundred fifty EURO (150€).

## Delivery Times and Terms

Delivery Terms are FREE CARRIER Engen (FCA) as referred to in the INCOTERMS2010 unless stated differently. All shipment and delivery dates are approximate dates only. faavio has the right to deliver products or services in part and/or services ordered. For consequences of delays in delivery, including resulting demands, faavio shall not be held responsible by the customer or other third parties.

## Acceptance

The customer is obliged to take physical acceptance of the goods at the agreed location at the time of arrival. Complaints, claims and losses regarding the goods or short-shipments are to be made within ten (10) days after receipt of the goods. After this period goods are considered accepted. Replacement, repair or reimbursement can only take place after written confirmation by faavio.

## Payment

Payment must take place in advance unless agreed otherwise. The customer waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of the customer.

## Limited Warranty

Goods are warranted only in accordance with the limited warranty of the manufacturer of the goods supplied. Customer acknowledges that faavio is passing through to customer only the manufacturer's warranty for the goods and that customer and the ultimate purchaser shall look solely to the manufacturer of the goods for all warranty claims, defects and the like. Customer hereby waives, releases and renounces all other warranties, guarantees, representations, obligations and liabilities of faavio and acknowledges that the customer **MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED AND MAKES NO WARRANTIES OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR PURPOSE OR AGAINST INFRINGEMENT**. In case of defects for which claims are submitted in a timely fashion, faavio will at its own option either redeliver conforming goods to customer at no cost, or credit the customer as far as reasonable in whole or in part the invoice value of the goods in question

## Liability and Indemnity

In no event, shall either party be liable for, nor shall either party recover for any incidental or consequential losses, expenses or damages, except that the customer shall indemnify and hold faavio harmless for all losses, expenses and damages claimed or incurred by third parties, which may occur about the goods sold or use of the goods. The customer shall look solely to the manufacturer as to any alleged patent, copyright or trademark infringement claims. faavio' sole and exclusive maximum liability, whether based in contract, tort, or otherwise, shall not in any event exceed the purchase price actually paid by the customer for the particular goods at issue.

## Force Majeure

faavio reserves the right to defer the date of delivery or to cancel the contract without liability or reduce the goods quantity ordered by the customer (without liability to the customer) if it is prevented from or delayed in the carrying on its business due to circumstances beyond the reasonable control of faavio including, without limitation, governmental actions, war, terrorism, national emergency, riot, fire explosion, flood, strikes, lock out or other labor disputes, failure of energy sources or transport network, acts of God, import restrictions, or restraints or delays affecting carries or delay in obtaining supplies or adequate or suitable materials.

## Confidentiality

All documents and/or pricing and other trade related information submitted by faavio in any form whatsoever, including hardcopy or electronic medium, related to quotations or orders, will remain property of faavio. Under no circumstances is it allowed to show, hand out, copy or submit such to third parties without express prior written consent by faavio.

## Applicable law

All sales and service agreements between faavio and its customer are subject to German law. The application of the UN Convention of Contracts for International Sales of Goods is excluded. Any dispute arising out of these terms shall be within the exclusive jurisdiction of the commercial court of Freiburg, Germany.

## Compliance with law and regulations

Customer shall prevent the sale, assignment or transfer of parts or services to persons, which are denied, debarred or sanctioned by the United Nations or by the governments of the USA, European Community or Germany. Upon request, customer informs faavio about the final end-user, the application of the goods and the other parties involved in the transfer of the goods to the end-user. faavio can cancel the order from its customer, without being held liable for any cancellation charges including penalties of customers and further third parties, when the supply of the goods (directly or indirectly) is prohibited by the United Nations or by the governments of the USA, the European Union or Germany or when customer does not provide the requested end-user data.

## REACH

If REACH Regulation No. 1907/2006 applies and if customer makes a new use known to faavio per Art. 37.2 to extend the scope of registration of these goods, its chemical elements and/or its compound as well as each mixture or solution supplied as defined by Art 3.1 and Art. 3.2, it shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.

## Severability

In case one or more provisions of these terms and condition would be invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced by a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, faavio shall have the option to cancel the entire transaction or proceed based on the other provisions which remain valid.