Purchase Order Terms and Conditions – MARABU Trading GmbH

1. General

This purchase Order is subject to the specifications, terms and conditions stipulated and referenced herein. Unless otherwise provided herein, any written acknowledgement of this Order, or any other commencement of performance pursuant to this Order, constitutes acceptance thereof by seller. Acceptance is limited to the terms and conditions herein set forth, and Marabu Trading GmbH '' Buyer'' hereby objects to any terms or conditions varying the terms hereof in any written acknowledgement or statement of acceptance; such terms shall be of no force and effect. This order constitutes the entire agreement between Seller and Buyer, and may be changed or modified only by written instrument signed by Buyer' s authorized representative.

2. Price

The price shall not be higher than that appearing in this Order

3. Shipping and Delivery

Seller must comply at Seller's expense with any packing and shipping instructions issued by Buyer. Seller is responsible for loss or damage to the Goods caused by improper packaging. Seller is responsible for additional costs caused by Seller's failure to comply with shipping instructions. Seller must give Buyer immediate notice of its anticipated failure to meet the shipment or delivery schedule. In the event of a delay, Buyer may, in whole or in part, without waiving its claim for damages against Seller, cancel this Order and may obtain such Goods elsewhere and Seller shall be liable to Buyer for any resulting loss incurred by Buyer.

4. Instalments

Where Seller is to deliver Goods to Buyer in multiple shipments, it is expressly recognized and agreed that a breach which is substantial with respect to any one instalment is conclusively substantial with respect to the entire contract.

5. Changes

Buyer may at any time, and from time to time, by written direction make changes in the drawing, specification, quantities, schedules and method of shipment, packaging or other terms of the Order. Should any such change increase or reduce the cost of, or the time required for performance, this Order, an equitable adjustment will be made in the contract price or delivery schedule. Failure to agree upon an equitable adjustment shall not relieve Seller from proceeding without any delay in performance under this Order, as changed. Where any material is made obsolete or excess as a result of any change for which Seller makes a claim, Buyer shall have the right to prescribe the manner of disposition of such property. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's purchasing representative and which states it constitutes an amendment or change to this Purchase Order.

6. Risk of Loss

Unless otherwise agreed in writing, the risk of loss and damage in transit shall be upon Seller and not pass to Buyer until received by Buyer at specified site in a condition in accordance with the terms of this Order.

7. Invoicing and Payment

Seller shall invoice Buyer for the purchase price after delivery of the Goods to Buyer. Buyer shall pay Seller, upon submission of a proper invoice, the purchase price for Goods delivered and accepted or other performance conforming with the terms of this Order. Buyer may withhold all or part of payment if Buyer disputes Seller's compliance with the terms of the Order.

If no terms are specified, payments shall be settled in full within 90 days after the date of the invoice. The Order number must appear on all invoices, notices and packing materials.

8. Warranty

Seller expressly warrants all (a) Goods delivered under this Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered and (b) performance under this Order to be in conformity with all requirements, specifications, samples, drawings, descriptions and other data incorporated as part of this Order.

9. Remedies for Non-Conformity

Without prejudicing Buyer's other rights and remedies, Buyer may return at Seller's expense all Goods which do not conform to Seller's warranties for a full refund of all sums then paid for the Goods. Buyer may , in addition, return all quantities of Goods tendered after the delivery date or in quantities in excess of those ordered. In the event of a non-conforming delivery, Buyer may at its option (a) demand repair and /or replacement such merchandise, (b) terminate the relevant purchase Order without waiving rights to recover damages (including incidental and consequential damages) or to purchase replacement Goods from other supplier and (c) Seller must pay Buyer the amount the price paid exceeds the price contained in the Order.

10. Indemnity

From and after the date of this Order, Seller agrees to indemnify, defend and hold Buyer harmless from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession or ownership of the Goods pursuant to this Order.

11.Third Party Rights

Seller shall warrant that no trademarks, patents, copyrights, or other third party rights shall be infringed upon by the Order or its lawful use and operation. Seller shall indemnify and hold buyer harmless from and against any claims that may be filed for infringement of such protective rights by Seller or for breach of third party by Seller. Seller shall exercise such indemnity upon the first written demand made by Buyer and shall notify Buyer of the existence of any ancillary rights that may represent a problem for the intended purpose of the contract.

12. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by flood, strike, civil unrest, government or military authority or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its sub-contractors provided that (a) such party gives prompt notice and (b) takes reasonable steps to mitigate the duration of the delay or failure of performance. In the event a party's delay or non-performance continues for a period, the other party may terminate this Order without liability. Seller's liability for loss or damage to Buyer shall not be modified by this clause.

13. Jurisdiction

Jurisdiction for any disputes that arise from or in connection with This Order shall be exclusively at Buyer's place of business indicated in the Order. The Law of Germany shall exclusively govern the relationship with Seller, under exclusion of the United Nations Convention for the International Sale of Goods.

14. Severability

If any of the terms herein are declared void or unenforceable, the remaining provisions shall continue in full force.