

SALES TERMS AND CONDITIONS

1. **General** – These terms and conditions govern all sales by CR Engineering Germany GmbH (“CREG”). No addition to or any modification of any of these terms and conditions as they appear herein shall be binding upon CREG, unless signed in writing by a duly authorized representative of CREG. An acceptance of this order is expressly conditioned upon Buyer’s assent to these terms and conditions. Any attempt by Buyer to vary in any manner the exact terms and conditions herein in any acceptance, acknowledgment, confirmation or otherwise containing additional, inconsistent or different terms and conditions is hereby expressly objected to and rejected.
2. **Payment Terms** – Payment terms are stated within the specific proposal, unless otherwise agreed to in writing by CREG. Equipment and all related items remain the property of CREG until the contract is paid in full. In the event of late payment or nonpayment, CREG shall be entitled to recover from Buyer interest on the unpaid balance at the highest lawful rate, plus the cost of collection, including attorneys’ fees.
3. **Prices and Shipment** – All prices are in Euros unless otherwise specified. This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance by Buyer. All prices and deliveries are F.O.B. factory or warehouse at named shipping point, unless otherwise agreed to in writing by CREG. Risk of loss or damage shall pass to Buyer upon delivery to transporting carrier.
4. **Delivery, Loss, Delay** – Delivery dates specified in orders and proposals are approximate. CREG shall not be liable for loss, damage, delays or no delivery due to causes beyond its reasonable control including but not limited to acts of God, acts of any government authority or Buyer, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, delays in transportation, breakdown of essential machinery, or material shortages. In the event of delay for any such reason, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event CREG is unable to perform for any of the foregoing reasons, CREG may (at its option) cancel the order without liability.
5. **Cancellation** – Buyer cannot cancel orders placed with CREG, except with CREG’s express written consent and on terms acceptable to CREG. In the event of an unauthorized cancellation, Buyer shall be liable to CREG for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred in preparing to perform or in performing the work, tooling, equipment and material costs, cancellation charges of CREG’s suppliers, and lost profits.
6. **Returns** – Goods must not be returned except by permission of CREG, and when so returned will be subject to discount.
7. **Warranty and Liability** – CREG warrants to Buyer (and only to Buyer) for a period of 12 month from the date of invoicing that the products and services purchased will be free from defects in material and workmanship and shall possess the characteristics represented in writing by CREG assuming NORMAL USE AND SERVICE. Rights under this warranty are available only if CREG is notified promptly (and in no event later than 12 months after the date of invoicing) in writing of the alleged defect. CREG’s liability shall be limited to the repair or replacement (as its option) of any part, which, at our sole discretion, is determined to be defective. The purchaser shall pay all transportation costs.
CREG may make certain additional warranty protection available on an extra-cost basis; provided, however, any such additional warranty protection must be specifically set forth in writing and signed by an authorized representative of CREG.
8. **LIMITATION OF WARRANTY** – THE ABOVE STATED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY DEFECTS IN THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES BASED ON PRIOR COURSE OF DEALING OR USAGE OF TRADE. CREG SHALL HAVE NO LIABILITY HEREUNDER IF THE DEFECT WAS CAUSED, EITHER IN WHOLE OR PART, BY MISUSE, IMPROPER INSTALLATION, IMPROPER OPERATION, IMPROPER MAINTENANCE, ALTERATION, MODIFICATION, ACCIDENT OR ANY OTHER ACT OR OMISSION OF BUYER. CREG SHALL HAVE NO LIABILITY FOR ANY COSTS ASSOCIATED WITH REJECTED PRODUCTS UNLESS EXPRESSLY AGREED IN WRITING.
9. **LIMITATION OF LIABILITY** – CREG SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST USE OF LOST PRODUCTION). SHOULD CREG NEVERTHELESS BE FOUND LIABLE FOR ANY DAMAGES, THEY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT.
10. **Taxes** – All taxes extra.
11. **Installation and Training** – In the event that CREG provides any training to Buyer’s personnel regarding the use, operation or maintenance of the equipment, CREG shall not be liable for any damage or loss relating to such training or the lack of training. CREG SPECIFICALLY DISCLAIMS ANY LIABILITY RELATING TO TRAINING, INCLUDING BUT NOT LIMITED TO THE SUFFICIENCY OR ADEQUACY THEREOF. CREG shall not be responsible for supervising Buyer’s use, operation or maintenance of the equipment. Buyer shall indemnify and hold CREG harmless from and against all claims arising out of Buyer’s use, operation or maintenance of the equipment.
12. **Arbitration and Applicable Law**– Any controversy or claim arising out of or relating hereto, shall be settled by binding arbitration administered by the Frankfurt International Arbitration Center (“FIAC”), located in Frankfurt am Main, Germany. Judgment on the award rendered by the arbitrator shall be final and shall be binding for both parties. The language of the arbitral proceedings shall be English. The relevant laws of Germany shall exclusively apply to legal relations in between CREG and the Buyer.
13. **Patent Indemnity** – CREG shall protect and indemnify Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement or any European patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, CREG shall promptly be notified and given full opportunity to negotiate a settlement. Buyer’s remedy is limited to CREG providing a non-infringing replacement item. Buyer shall not be entitled to any damages. CREG does not warrant against infringement by reason of the Buyer’s design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Buyer agrees reasonably to cooperate with CREG. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense.