

INTERNATIONAL ORDERS

GENERAL TERMS & CONDITIONS OF SALE

General Terms

These General Terms and Conditions of Sale (“GTCS”) apply to all international sales of products by Ensystem, notwithstanding any conflicting, contrary, or additional terms and conditions in any purchase order or other communication from the Buyer. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by Ensystem unless and until expressly confirmed in writing by Ensystem.

All Ensystem sales proposals are non-binding and without obligation.

All sales offers made by Ensystem are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to availability of the products offered.

The quality of the products is exclusively determined by Ensystem’s product specifications. Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and explicitly designated as such.

Any advice provided by Ensystem is given in good faith. Such advice or information with respect to the suitability and performance of the products does not relieve the Buyer from undertaking their own investigations and tests. Advice provided by Ensystem does not form an agreement regarding the specific suitability for use of the products.

All purchase orders issued by the Buyer shall specify as a minimum the type and quantity of products requested, applicable unit prices, delivery place, and requested delivery dates. No purchase order shall be binding on Ensystem unless and until confirmed by Ensystem in writing.

The prices for products shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions, and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority.

INCOTERMS, Delivery

Delivery shall be affected as agreed in the sales contract. Trade terms shall be interpreted in accordance with the most current INCOTERMS on the date the sales contract is concluded.

Delivery dates or deadlines provided by Ensystem are estimates only and non-binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed in writing.

Notice of claims arising out of damage in transit must be lodged directly with the carrier within the period specified in the contract of carriage and Ensystem shall be provided with a copy thereof.

Clarification on ExW Terms

Under Ex-works terms (ExW) Ensystex is only responsible to place the products at the disposal of the Buyer at Ensystex's facilities or any other named place. Delivery occurs, and ownership of the goods is transferred to the Buyer, when the products are placed for the Buyer's disposal. If we offer ExW terms, it means that the Buyer incurs the risks of bringing the products to their final destination. Ensystex is not responsible to load the goods on collecting vehicles, nor clear the goods for export.

If mutually agreed, Ensystex may load the products at the Buyer's request, clear the products for export, and arrange the shipping. If this is requested, Ensystex does so at the Buyer's risk and cost.

If Ensystex is requested to arrange export clearance and/or shipping, Ensystex shall do so and invoice the Buyer for the costs as invoiced to Ensystex. Ensystex will select a Carrier of the same standing and quality as used by Ensystex when shipping goods to its own subsidiary companies but accepts no responsibility for shipping delays or other incidents after dispatch from Ensystex's premises. The goods are still shipped under ExW Terms.

Clarification of CIF Terms

If we offer CIF terms, Ensystex clears the products at origin, places the products on board the shipping vessel, and pays for insurance until the port of discharge, at the minimum coverage. Even though Ensystex pays for insurance during the main carriage, the risk is transferred to the Buyer at the time the goods are on board the vessel. CIF is used for ocean and inland waterway transportation only.

Ensystex is responsible for placing any shipping labels on the cartons, but it is the Buyer's responsibility to advise Ensystex of the labelling requirements for import, and the Buyer accepts all risk for such labelling.

Compliance

Unless agreed otherwise, the Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage, and use of the goods.

Payment

Failure to pay the purchase price by the due date constitutes a breach of contractual obligations.

In the event of a default in payment, Ensystex is entitled to charge interest on the amount outstanding at the rate of 5 percentage points above the base interest rate advised by the US Reserve Bank, at the time payment is due.

Defective goods

The Buyer shall inspect the goods for defects immediately upon receipt. Ensystex must be notified of any defects that can be discovered during routine inspection without delay but at the latest within two weeks of receipt of the goods; other defects must be notified without delay but at the latest within two weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

If the goods are defective and the Buyer has advised Ensystex in accordance with the above clause, the Buyer retains their statutory rights, provided that:

- Ensystex has the right to choose whether to remedy the defect or supply non-defective replacement products.
- Ensystex may make two attempts according to the above. Should these fail or cause unreasonable inconvenience to the Buyer, the Buyer may either withdraw from the agreement or request a reduction in the purchase price.

Liability

Ensystex shall only be liable for damages in accordance with applicable US laws. For culpable damages Ensystex shall be liable in cases of wilful misconduct and gross negligence. In the event of a simple negligent breach of basic contractual obligations (obligations which are of a crucial nature for the performance of the contract and the observance of which the contractual partner regularly relies), Ensystex's liability is limited to compensation for typical, foreseeable losses only. In the event of a simple negligent breach of non-fundamental contractual obligations, Ensystex shall not be liable.

These limitations of liability may not apply

- to damages due to injuries to life, body, or health caused by negligence on the part of Ensystex;
- for wilful misconduct or negligence of a legal representative or vicarious agent of Ensystex;
- in cases of malicious behaviour on the part of Ensystex;
- in cases which fall under a quality guarantee made by Ensystex; or
- to claims of the Buyer under US laws on product liability.

Ensystex is not liable to the Buyer in case of impossibility or delay in the performance of its supply obligations, if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations.

Statute of Limitation

The limitation period for claims due to material and legal defects shall be one year from receipt of the goods. If the parties have agreed an acceptance, the limitation period begins with the acceptance.

The limitation period for damage claims based on contract and/or tort shall be one year, starting from the statutory beginning of the limitation period.

Security

If Ensystex holds reasonable doubts about the Buyer's ability to pay, especially if the Buyer is in default of any payment, Ensystex may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security, or request prepayments.

Retention of Title

Title to the goods delivered shall not pass to the Buyer before the purchase price has been paid in full.

In the event of late payment by the Buyer, Ensystex is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the products owned by Ensystex at the Buyer's expense and to revoke the permission for the Buyer to dispose of and process the products.

Force Majeure

If either party is prevented or delayed in performing any obligation by Force Majeure and it gives written notice to the other party within fourteen (14) days of the first day of such event specifying the nature of the Force Majeure, together with such evidence it reasonably can give, it will be excused from performance or punctual performance, as the case may be, as from the date of such event for so long as such cause of prevention or delay continues. 'Force Majeure' will include acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, pandemic, lack of adequate fuel, power, raw materials, containers or transportation, labour, strike, lock-out or injunction (provided that neither party shall be required to settle a labour dispute against its best judgement), compliance with governmental laws, regulations, or orders, breakage or failure of machinery or apparatus, or other causes whether or not of the class or kind enumerated which affect performance of this Agreement and which arises from, or is attributable to, acts, events, non-happenings, omissions, or accidents, beyond the reasonable control of the party affected.

Place of payment

Regardless of the place of delivery of goods or documents, the place of payment is Ensystem's place of business.

Jurisdiction

Exclusive place of jurisdiction for any dispute arising out of or in connection with this contract shall be the principal place of business of Ensystem in the state of North Carolina, USA.

The contractual relationship shall be governed by the laws of the United States of America.