



**Standard Operating Procedures ( SOP )**

**SOP 006 – General Terms & Conditions of Sales**

**1. Quotations**

Quotations submitted by AWG ("Seller") for equipment, products, and components ("Equipment") are valid for 30 days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, occupational, or other tax. Delivery schedules contained within quotations are estimated and are as accurate as present conditions permit. Quoted deliveries are subject to prior sale.

**2. Acceptance**

All orders are subject to approval and acceptance by Seller. Seller may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in Seller's opinion, the financial condition of Buyer or the status of his account warrant it, or when delivery is unreasonably delayed by fault of Buyer or Buyer is delinquent in any payment.

**3. Delivery**

Quoted shipment schedules are estimated and are as accurate as present conditions permit. A confirmed delivery schedule will be issued, and work on the order will commence only upon receipts by Seller of all mutually agreed to contract documents. Acceptance by Seller of all contract documents shall constitute the official schedule start date.

The Buyer accepts responsibility for the timely completion of all schedule items to which they have been assigned (i.e. document approvals). Failure of Buyer to meet schedule responsibilities may result in subsequent delay in excess of lost time due to interference with other Seller schedules.

Seller assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. Unless otherwise stated in the proposal, delivery to common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by buyer. Upon payment, title will transfer to Buyer. If, because of Buyer's inability to take delivery, the materials or equipment is not shipped, Seller may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped".

**4. Partial Deliveries**

With written consent from Buyer, Seller may take partial deliveries. When partial shipments are made the Buyer shall accept and pay for items at the prices specified in the quotation or Seller's apportionment, upon maturity of bills. If any part of the order is not in accordance with the order, the remaining part of the order and Buyer's obligation hereunder shall not be affected.

**5. Packaging**

All items sold hereunder shall be packed or crated and shipped in accordance with Seller's best judgment. Any requirement for special packing, crating, or shipment must be clearly noted on Buyer's original order and acknowledged by Seller.

**6. Inspection**

Buyer shall inspect all items upon arrival and shall give written notice to Seller within ten (10) days of arrival of any claim for shortage or non-conformance with the terms hereof. In the absence of such notice, all items shall be deemed to conform with, and Buyer shall be bound to accept and pay for all items in accordance with the Terms hereof.

**7. Returns**

No Equipment may be returned without Seller's prior written approval. Transportation charges are to be prepaid by Buyer. Returned Equipments are subject to the Seller's inspection and acceptance. Seller may, in its discretion, replace any or all returned items within reasonable time after determines that the returned Equipments are not in accordance herewith, and such event Seller shall not be liable for any damages arising from the defect delivery or delay cause thereby. When expressly authorized by Seller in writing, unused Equipment may be returned to Seller, subject to service handling, restocking charges and rebuilding charges to "as new" condition.

**8. Repairs and Alterations**

Any repairs and alterations made to the Equipment shipped by Seller shall be at the expense of Buyer unless specifically authorized in writing by Seller. In no event shall Seller accept back charges for unauthorized repairs and alterations.

**9. Warranty**

The Seller extends only those warranties expressed specifically within the quotation provided. NO OTHER WARRANTY EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO THE OFFERED EQUIPMENT. THE SELLER EXPRESSLY EXCLUDED ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All samples and models furnished are merely illustrative of the general type and quality of Equipment offered and the conformance to such samples and models may not be precise. Buyer remedies under this warranty shall be limited to repair and replacement of the equipment or failed component at the Seller's discretion. Seller shall not be held liable for any incidental or consequential damages or economic loss or property damage incurred by Buyer. Unless otherwise stated, the warranty period will be limited to 12 months from shipment. Warranties will be considered void during periods in which the Buyer's account is in default with respect to the shipment or any related installation or start-up services or start-up/commissioning of the Equipment was completed by a party other than the Seller.

Seller's Warranty is conditioned on Buyer/Owner (a) operating and maintaining the Equipment in accordance with Seller's instruction, (b) not making any unauthorized repairs or alterations and (c) proper installation of the Equipment. This warranty does not cover storage, installation, failure of damage due to operation or maintenance not in conformance with Seller's written instructions and any requirements or due to accidents, misuse, abuse, neglect, corrosion, and normal wear and/tear or consumables such as media, resins, membranes, probes, bearings, etc.

**10. Service**

Upon Reasonable notice and within the limits of the exercise of reasonable diligence, Seller will make available to Buyer the services of a factory-trained engineer at standard time rates, plus travel and living expenses. In the event Seller's services are requested by Buyer to supervise the installation and start-up of Equipment an estimate of the charges for the requested service will be expressly stated in writing by Seller. The estimate may be included in the overall price at a fixed value option, offered on a per diem basis, or any combination thereof.

The Seller reserves the right to retract any offer made to supply services, where the required performance location of those services had not been fully disclosed prior to the offer.

**11. Patent Indemnity**

Buyer shall protect and indemnify Seller and its director, officers, agents and employees against any claim for damages or profits, including all reasonable cost incurred by Seller in connection therewith, arising from infringement of patents, copyrights, trademarks or misappropriation of designs, propriety data or trade secrets of any person with respect to all goods manufactured either in whole or in part in accordance with Buyer's direction.

**12. Terms**

Terms are Net cash, due upon receipt of invoice, ex works Seller's plant unless otherwise expressly stated in writing by Seller.

**13. Taxes**

Buyer shall pay all sales, use, excise, occupational or other taxes that may be levied assessed or otherwise become due on account of items to be delivered hereunder. Contract prices are subject to change due to changes in Federal, State, or local laws taxing raw or processed materials or in law governing the working hours or compensation of labour.

**14. Force Majeure (Excusable Delay)**

Seller shall not be liable for damages for delay in delivery or acceptance of the products arising out of causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, change in law, war, terrorism, rebellion, strike, hostilities, invasions, insurrections, explosions, riots, fires, floods, hurricanes, epidemics, quarantine restrictions, freight embargoes, and unusual severe weather. Seller will notify Buyer in writing promptly, but in no event more than fourteen (14) days after the beginning of any cause for Force Majeure, or such cause shall be deemed waived.

If the Seller is delayed in its performance by a cause of Force Majeure, then the delivery time shall be extended for such reasonable time as the Buyer and Seller mutually agree to, both acting reasonably, but in no case shall the extension of time be less than the time lost as the result of the causing delay, unless such shorter extension be agreed to by Seller.

**15. Limitation of Liability**

Seller shall not be liable to Buyer for any special, indirect, incidental, consequential or punitive damages arising from Seller's obligation under this Agreement, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall Seller's liability to Buyer exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

**16. General**

- a. Seller reserves the right to make changes in Equipment design at any time without incurring any obligation to make such changes in any items previously purchased, whether or not delivered.
- b. Seller expressly disclaims application of any Government procurement regulations in connection with any items to be furnished hereunder unless expressly agreed to in writing by an authorized representative of Seller.
- c. Seller hereby certifies that the Equipment described herein of its manufacture will be produced in compliance with all applicable requirements of Incoterms 2010.
- d. Seller reserves the right to correct all typographical errors made in any of its publications or for stenographic or in preparation of quotations, sales orders, or acknowledgements without obligation.
- e. This agreement shall be governed by Swiss Law.
- f. All disputes arising out of or in connection with these General Terms and Conditions of Sales shall be finally settled according to the Rules of Conciliation and Arbitration of Zurich, Switzerland by one or more arbitrators appointed in accordance with the said Rules.
- g. The language of the arbitration is English.
- h. The applicability of the UN Convention on Contracts in International Sales of Goods dated April 11, 1980, is excluded.
- i. In case of disputes the Seller shall be entitled to discontinue performance.
- j. Seller's "Terms and Conditions" as set forth above govern this transaction and any inconsistent terms of Buyer wherever set forth and whether oral or written, shall not be binding upon Seller unless agreed to in writing. No waiver or exception to any of the herein enumerated conditions or any of the special terms and provisions relating to this order shall be binding upon Seller unless agreed to in writing by Seller.

**Note:** The information contained in this document is the property of AWG and is not to be copied or disclosed to third parties without the prior written consent of AWG .

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