

TERMS & GENERAL CONDITIONS

GENERAL

All Bürkert South America S.A. (the "Company") offers, sales and deliveries are subject to the following general conditions. The purchaser declares himself in full agreement with these general conditions by granting a purchase order. The purchasing conditions of the buyer do not oblige the Company, even if we do not expressly contradict them. Without the Company's expressed written consent, rights and obligations from the purchase contract may not be transferred to others. The Company and the purchaser may sign an agreement setting the individual conditions of its business relationship. Deviating conditions are only valid if they are specifically agreed upon and confirmed by us in writing. Modifying individual conditions will not affect the rest.

Pursuant to an agreement to the contrary, these terms and conditions shall apply to all current and future business transactions, even if this condition is not specifically referred to in the case of a single contract assignment within the framework of an existing business relationship.

PRICES

The Company prices are subject to change and are valid from the place of delivery (factory or our registered office) excluding VAT, other applicable taxes, packing, postage, freight, other shipping charges, insurance, customs and assembly. The wages, raw material prices, freight charges, taxes, duties or other charges on the basis of the increase in the calculation of the price between the conclusion and delivery or the entry into force of such new charges entitle us to a reasonable price increase. For the calculation, the quantity determined by us is decisive.

DRAWINGS

Drawings, documents and drafts of the Company may not be disclosed by the recipient of any third persons. Infringements oblige to full compensation and the purchaser will be liable for the damages caused. Drawings or documents submitted with offers must be returned by the recipient immediately if an order is not given.

WARRANTY

12 months from the date of invoice.

DELIVERY PERIOD

The confirmed delivery period starts after the Company has received the purchase order and only after the Company has sent to the purchaser the official order acknowledgement.

SHIPMENT

Only complete delivery no part shipments.

INCOTERMS (TERMS OF DELIVERY)

The Company works with INCOTERMS 2010

DAP XXX (delivered at place named destination duties unpaid).

Using its own choice of freight forwarder, the Company carries the cost of the freight & insurance costs up to your delivery site named destination. Local customs duties, taxes & clearing charges as stated by the freight forwarder such as warehousing, VAT and handling customs clearances are carried by the recipient (customer).

The Company does not ship to airports, docks, harbours or shipment providers.

Logistic fees for handling will be applied as shown in the logistic cost table below.

0€ - 1'000€	full logistic cost
1'001€ - 5'000€	10% of value of goods
5'001€ - 10'000€	7% of value of goods
10'001€ - 50'000€	5% of value of goods
50'001€ - 100'000€	3% of value of goods
> 100'000€	negotiable

MINIMUM ORDER VALUE

The Company has a minimum order value requirement of € 1'000.00

Customer orders with a value lower than the minimum order value you will be forwarded to the nearest approved Company's Distributor.

ORIGINAL DOCUMENTS

All original documents including airway bill, certificate of origin, commercial invoice & pack list will be sent along with the material. Soft copies of the documents will also be emailed to the customer prior to dispatch. Any additional copies of the original documents that are required must be ordered at the same time as the goods and must be included in the purchase order.

These additional original copies will be charged at €50.00 per set including administration & courier costs. Notarized invoices will be invoiced in accordance with expense.

MATERIAL & TEST CERTIFICATES

All QA certificates that are required for the goods are chargeable items that need to be ordered at the same time as the goods and also included in the purchase order. The QA certificates cannot be supplied after the goods are already delivered. The costs for QA certificates will be provided upon request.

This includes:

Inspection certificates 3.1 DIN EN 10204 ML (ordering code 803723)

Test certificates 2.2 DIN EN 10204 ML (ordering code 803722)

DELIVERED GOODS & DISCREPANCIES

The prices quoted do not include any additional services such as site visits, fault finding, calibration, commissioning or installation. Costs for these additional services can be provided upon request. All delivered goods need to be checked against the delivery documents and any discrepancies found need to be reported in writing within 48 hours of the goods being received. Discrepancies reported after 48 hours will be considered the sole responsibility of the consignee.

TERMS OF PAYMENT

Payment in advance unless otherwise agreed in writing with Bürkert South America S.A.

Payments received must be for the full amount as stated in the invoice. Goods can only be released upon receipt of the total invoice amount.

All bank charges are to be carried by the remitter.

PAYMENT DELAYS / WAREHOUSING CHARGES

Ordered goods that are ready for dispatch but held up due to a delayed payment will accrue warehousing fees on a Burkert site at the following levels:

1-14 days = free of charge

15 days onwards = 2.5% of the total goods value for each further 7 days delayed up to a maximum of 25% of the goods value.

ORDER AMENDMENTS

If the customer needs to change the purchase order after receipt of the official order acknowledgment, the customer must send a written request to the Company. The Company reserves the right to accept or refuse the request depending on the status of the manufacturing process of the order.

The first amendment is free of charge. Any further amendments will be charged to the customer at EUR 50.00 per amendment.

CANCELLATION FEE

If the purchase order is cancelled after receipt of our official order acknowledgment, the customer will be charged 100% of the order value.

COMPANY NAME & BANK DETAILS

All purchase orders are to be made out to Bürkert South America S.A.

Bank details for payments are shown on page 1 of our sales documents.

APPLICABLE LAW AND COMPETENT JURISDICTION

The business relationship between the Company and the purchaser is governed by Uruguay law. The application of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980" is excluded.

The parties hereby irrevocably and unconditionally submits, for itself, to the exclusive jurisdiction of the courts of Montevideo, Uruguay in connection with any suit, action or proceeding directly or indirectly arising out of, under or in connection with these terms and general conditions and the business relationship between them.