

AeTee Limited Terms and Conditions for Sale

The following terms and conditions apply to all proposals and sales from AeTee Limited and its associated partners and representatives acting on our behalf.

1. Specifications and prices are subject to change without notice unless specified in our proposal. All orders are subject to acceptance by AeTee Limited at its offices in Nailsworth, Gloucestershire, UK.

2. All typographical and clerical errors are subject to correction.

3. All delivery dates are determined at the time of purchase when Purchase Order and Downpayment are received. Delivery dates may be subject to change, at any point of time from the point of order onwards, owing to changes of production planning and schedule, documentation, procedures or handling.

4. AeTee Limited will determine the method and route of shipment unless the Purchaser supplies explicit shipping instructions, which will need to be agreed. The Purchaser will be fully responsible for any additional costs. Any, and all freight costs, are for the Purchaser's account.

5. Purchaser shall pay all sales, use and other taxes, duties and charges applicable to the sale and purchase, in addition to the quoted price.

6. All equipment supplied by AeTee Limited is warranted as per warranty of original manufacturer. Copies of Warranty Agreements are available on request. AeTee Limited makes no other warranties, expenses or implied, including fitness for a particular use. AeTee Limited shall not be liable for malfunction, incidental or consequential damage such as, but not limited to, loss in profits, any loss related to capital equipment or parts hereof, installation, operation of such or loss of use of other equipment hereunder, parts and tooling or increase in costs and expenses related to the sale, delivery, installation and any warranty handling.

7. AeTee Limited will not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of unavailability of components, fire, labor troubles, accident, acts of civil or military authorities or from any other force majeure.

8. An order, once placed with and accepted by AeTee Limited, can be cancelled only with AeTee Limited's consent and upon terms that will indemnify AeTee Limited against any loss, including time, travel and conveyance related to the order. Any installments and/or Downpayments made related to any order are non-refundable.

9. If a Purchaser's form is used to acknowledge acceptance of this quotation, the Terms and Conditions herein shall prevail insofar as they conflict with the Terms and Conditions in the Purchaser's acknowledgment of acceptance. AeTee Limited limits acceptance by Purchaser to the terms herein contained and objects to any additional or different terms contained in Purchaser's acknowledgement of acceptance.

10. All quotes and sales are given on EX WORKS basis.

11. If the terms of sale are C.I.F. Port basis, AeTee Limited will add an Insurance Cost to the Invoice for payment at a Rate of minimum 0.20%. Purchaser must sign documents in agreement.

12. For all orders which are made under CIF Port consignments, the Container is only insured as long as it remains unopened and/or at the disposal of buyer. Coverage excludes potential opening, un- or re- loading in customs or opening, un- or re- loading at any point of time before reaching final destination, as stated in insurance certificate. Actual insurance certificate will always prevail.

13. Purchaser agrees to indemnify AeTee Limited against any claim arising out of injury or death due to any act or omission on the part of the Purchaser, its agents, servants or employees, or any condition resulting from the installation of

the equipment on the Purchaser's premises.

14. Insurance for Freight is issued on behalf of Purchaser and is Purchaser's ultimate responsibility to ensure that insurance is adequate and in accordance with requirements for such hereunder, including correct insured value. Should any damage occur, Purchaser shall rise, correspond and pursue claim directly with Insurance Company as listed and mentioned in Insurance certificate. Purchaser shall indemnify AeTee Limited all and any costs related to valuation of damage and any other assistance offered in relation to any damage under the order, damage and claim raised.

15. AeTee Limited is to be indemnified for any costs towards freight, additional crating/packaging, handling etc. arising from, or relating to, Purchaser or Purchaser's representative's delay or obstruction in producing payments, documentation, floor plans, specifications, serial numbers or any other part of information required for AeTee Limited to perform a timely and accurate execution of any order to the customer. In case of any such delays, any additional costs must be prepaid to AeTee Limited.

16. AeTee Limited will not be responsible for, and will not accept return of, any product after delivery or payment unless principal supplier accepts to do so. All costs relating to any return is irrelevant to AeTee Limited and must as such be held indemnified.

17. Any materials specified by the purchaser for use as samples or for testing purposes during production or installation must be supplied and/or paid for by the purchaser.

18. AeTee Limited cannot be held liable for any time, cost, damage, delay, or loss of production costs related to delays, installation or any other cause postponing the final installation and / or operation of the equipment at any given point of time.