

Terms and Conditions.

1. General Provisions:

1.1 These terms and conditions will apply to all offers of and agreements of sale concluded or to be concluded by HSK International Projects Ltd. (further HSK IP) and Buyer and to all advice, works or other services provided by HSK IP to the Buyer in relation to any goods sold, offered or made available by HSK IP.

1.2 Any oral offers or commitments will bind HSK IP only after and to the extent that HSK IP has confirmed them in writing. All offers of HSK IP, however they are made, will be free of obligation unless provisions to the contrary have been laid down in writing.

1.3 HSK IP is allowed to accept and reject orders of Buyer at its sole discretion. An agreement will be deemed to have been concluded after HSK IP has confirmed an order placed by the Buyer or has commenced the execution of that order.

1.4 In the event that an agreement is concluded by e-mail, or in the event that an agreement is concluded through another means of electronic communication such e-mail message or statement made through another means of electronic communication is deemed to be equal to a written statement and the principle will apply, without prejudice to the provisions laid down in Article 1.3, that an agreement may be concluded without HSK IP having to fulfil any conditions provided by law pertaining to electronic communication.

1.5 HSK IP will be entitled to adjust prices agreed upon before delivery in the event of increases in cost-determining factors such as fluctuations in exchange rates, raw materials, labour costs or in the event of government measures, provided that such increases or measures occurred after the conclusion of the agreement but before delivery.

1.6 Any and all images and specifications of goods in catalogues, price lists, advertisements, etc. must be deemed to be representations by approximation only, unless HSK IP has explicitly indicated the contrary in writing with regard to a specific delivery.

1.7 HSK IP is at all times entitled to effect adjustments in the goods to be delivered, in order to improve them or comply with government regulations.

1.8 The Buyer will be entitled to cancel an order only after receiving written consent from HSK IP, which consent may be made subject to conditions as deemed appropriate by HSK IP.

1.9 Non-Cancellable, Non-Returnable (NCNR) Product(s) refers to special produced and nonstandard products that are purchased under a written order that specifies once the order is placed, the purchaser is not allowed to make any cancellations or reductions to the order, nor are they allowed to return product (except for warranty resulting from product defects).

1.10 HSK IP will be entitled to charge the costs of any packaging separately. The packaging will not be taken back. Should HSK IP, however, be obliged by law or any regulations to take packaging back, any costs related to taking back or processing packaging will be borne by the Buyer.

1.11 If HSK IP, by virtue of law, is under any obligation, other than resulting from an improper performance, to take back the goods sold, the Buyer shall pay to HSK IP all costs related to such taking back of the goods.

2. Delivery

2.1 Any delivery times quoted by HSK IP may not be considered to be firm deadlines, unless provisions to the contrary have been explicitly agreed upon in writing between the parties. In the event of late delivery, HSK IP must be declared to be in default in writing, in which connection HSK IP will be granted a reasonable term of at least fourteen (14) working days as of the date of the receipt of notification to fulfil its obligations. In the event that such extended term is exceeded, the Buyer will be entitled to dissolve the agreement or part of the agreement only with respect to the goods not delivered. In such an event, HSK IP will not be liable to pay damages, unless such damages are the consequence of an intentional act or intentional omission or of gross negligence of HSK IP's executive management.

2.2 HSK IP is entitled to deliver the goods sold piecemeal.

2.3 The Buyer is obliged to accept delivery of the goods upon HSK IP's first request thereto. If Buyer fails to accept delivery, the Buyer will be liable for all costs and damages resulting therefrom, including but not limited to the costs of storing and re-delivering the goods.

3. Payment

3.1 Unless otherwise agreed in writing, all prices are quoted exclusive of VAT, transport and insurance costs and all other costs, to be determined in accordance with these terms and conditions. All payments must be made in GBP.

3.2 Unless otherwise agreed in writing, the Buyer will pay the entire purchase price, or the remainder thereof in the event of advance payment, within thirty (30) days after the invoice date, at the discretion of HSK IP, by transfer to or deposit into an

account indicated by HSK IP, without any deduction, discount or set-off. Submission of a complaint will not suspend the Buyer's obligation to pay.

3.3 If the Buyer fails to pay within thirty (30) days after the invoice date, it will be in default and all claims of HSK IP will become fully due and payable immediately. In that event, HSK IP will also be entitled to compensation of the statutory interest (as it applies to trade agreements) plus 5% per day, with respect to the outstanding amount until the date of payment in full.

3.5 In the event of untimely payment, HSK IP will be entitled to compensation of all extra-judicial costs, including but not limited to costs involved in sending reminders, one or more notices of default or demand notices, which extra-judicial costs will amount to at least fifteen percent (15%) of the total amount payable, subject to a minimum of GBP 500.00. HSK IP will be entitled to require the Buyer to effect advance payment of an amount to be determined at HSK IP's discretion before it commences the execution of an order or commission.

3.6 In the event that HSK IP is fully or largely successful in legal proceedings against the Buyer, the Buyer will be obliged to compensate all costs incurred by HSK IP in connection with such proceedings, even to the extent that such costs exceed the cost award made by the court. HSK IP may invoke this clause irrespective of whether the Buyer has appealed against the relevant judgment at the court of appeal or the Supreme Court.

4 Retention of title

4.1 HSK IP will retain title to all goods delivered and to be delivered to the Buyer until full payment of all purchase amounts has been received, as well as any amounts owed by the Buyer pertaining to work performed by HSK IP in connection with such purchase agreements and any claims pursuant to any failure in the performance of such agreements on the part of the Buyer.

4.2 The Buyer will be obliged to store the goods delivered under retention of title with due care, ensuring that they are recognizable as the property of HSK IP. In addition, it will be obliged to insure such goods against, inter alia, fire and water damage and theft. The Buyer will pledge to HSK IP any claims it has pursuant to such insurance policies upon HSK IP's first request, as additional security with respect to HSK IP's claims against the Buyer.

4.3 In the event that the Buyer fails in the performance of any obligation vis-à-vis HSK IP, or in the event that HSK IP has good reason to fear that the Buyer will fail in the performance of its obligations, HSK IP will be entitled to recover the goods delivered under retention of title or to have such recovered, even when the goods have to be detached. The Buyer will cooperate accordingly. The Buyer will bear the costs of recovery, without prejudice to HSK IP's right to further damages.

5. Force majeure

5.1 If HSK IP fails in the performance of its obligations due to an event of force majeure, it will not be liable. To the extent that the circumstance making performance impossible is not of a permanent nature, HSK IP's obligations will be suspended. In the event that the period during which performance is not possible due to force majeure exceeds 6 months or is expected to exceed 6 months, both parties will be entitled to cancel the agreement, without any obligation to pay the damages that may arise as a result.

5.2 In the event that HSK IP has already partially fulfilled its obligations upon the occurrence of the situation of force majeure, or is only able to fulfil its obligations in part, it will be entitled to separately invoice the part already supplied or the part that can still be supplied and the Buyer will be obliged to pay that invoice as if it pertained to a separate agreement.

5.3 A situation of force majeure affecting HSK IP within the meaning of this article will be deemed to have occurred in the event of, inter alia, strikes, a shortage of raw materials, delay, transport problems, war or threat of war, full or partial mobilization, riots, sabotage, floods, fire or other forms of destruction within HSK IP's company, lockouts and industrial actions, breakdowns of machines or tools or other breakdowns within HSK IP's company. A situation of force majeure must also be deemed to have occurred on the part of HSK IP in the event that one or more of the abovementioned circumstances occurs within the companies of HSK IP's suppliers and HSK IP cannot or could not perform its obligations or cannot or could not perform such in good time, as a consequence.

6. Complaints and inspection

6.1 The goods delivered must be checked by or for the Buyer upon delivery with respect to numbers and visible defects and any shortages or visible defects must be reported to HSK IP immediately after delivery. The Buyer must report defects not visible upon delivery within 48 hours of their discovery, though in any event within 48 hours after the time that the Buyer should reasonably have discovered them. The Buyer will not be entitled to any claim if the defect results from any incorrect operation, installation, storage, maintenance or from transport or any other event that must be attributed to the Buyer.

6.2 The Buyer will be obliged to perform the inspection or to have the inspection performed with due care, upon receipt of the goods. The Buyer will bear the risk for inspecting the goods by means of random checks and may not rely on the fact that it did not observe a defect that was visible and could have been discovered upon delivery because it or a third party engaged by it did not inspect the entire shipment.

6.3 In the event of a complaint on good grounds, HSK IP will only be obliged to be decided at HSK IP's discretion to repair the defect, to replace the relevant good or to credit or refund the amount charged in connection with the defective good in whole or in part, according to its own reasonable judgment and to the exclusion of any other rights of the Buyer by law.

6.4 Any and all claims for payment of an amount of money and/or repair of the relevant good and/or replacement of the good and/or supply of any missing part, on whatever basis, as well as any right to dissolve the agreement will lapse at the earliest of the following times: a) upon late reporting pursuant to Article 6.1 or b) 12 months after the delivery date.

7. Liability

7.1 Any liability on the part of HSK IP on the basis of an attributable failure with respect to the offers and agreements as referred to in Article 1.1 will be restricted to the provisions laid down in Article 6.3.

7.2 HSK IP will assume no liability with respect to damage as a consequence of or related to any errors or omissions in advice rendered by it, nor will it assume any liability with respect to damage as a consequence of or related to errors or omissions in the processing instructions recommended by it.

7.3 HSK IP will not irrespective of the legal basis of the Buyer's claim be liable for any consequential damages, including but not limited to losses due to delays or loss of data, lost profits and penalties forfeited by the Buyer.

7.4 The above-mentioned restrictions with respect to liability will not apply in the event that the damage is the consequence of an intentional act or intentional omission or of gross negligence on the part of HSK IP's executive management.

7.5 The Buyer will indemnify and hold harmless HSK IP against any claims by third parties and all resulting costs in connection with goods supplied by HSK IP.

8. Suspension and dissolution

8.1 Without prejudice to HSK IP's rights under these terms and conditions or under the law, HSK IP will at any event be entitled to suspend (further) performance or to dissolve any agreement concluded with the Buyer, in whole or in part, if (i) any goods made available by HSK IP to the Buyer become subject to attachment, (ii) the Buyer is granted a suspension of payments or is declared bankrupt, (iii) any permits or licenses required for the performance of the agreement are withdrawn, (iv) the Buyer fails to fulfil one or more of its obligations ensuing from any agreement with HSK IP, (v) HSK IP has sound reasons to believe that the Buyer is or will be unable to fulfil its obligations under any agreement, or (vi) the Buyer ceases its business or if a

change occurs in the control of that business. Any right of the Buyer to suspend performance is hereby excluded

9. Changes to this Terms and Conditions

HSK IP may change this Terms and Conditions from time to time by posting the updated version of the Terms and Conditions on the Companies sites. We will give you reasonable notice of any material change. We encourage you to visit frequently to stay informed about how we use your personal information.

10. Law and Jurisdiction

These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.