

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Sale

- 1.1 Unless otherwise agreed in writing, all quotations from ViscoTec Asia are valid for a period of 90 days from the date of issue.
- 1.2 Prices quoted are only for the quoted quantities. Subsequent changes in quantity will generally result in a revision to the quoted prices.
- 1.3 Drawings and samples enclosed with any quotation shall remain the property of ViscoTec. All drawings and samples shall be treated confidentially by the customer.

2. Payment

- 2.1. Only prepayment is accepted, unless otherwise agreed in writing.
- 2.2. Mode of payment is Telegraphic Transfer (TT).
- 2.3. Any bank charges incurred by the customer's bank have to be borne by the customer.
- 2.4. Until full payment from customer is done and received by ViscoTec Asia, the delivered goods and systems remain full property of ViscoTec Asia Pte. Ltd. (Also in case, that the delivered goods and systems are already built- in or integrated in other systems and machines)

3. Delivery

- 3.1 All customers' orders are ex works Germany.
- 3.2 Customers will be notified on the shipment date via our order confirmation. Shipment date provided by ViscoTec Asia is only an estimated shipment date. The final shipment date will be confirmed upon readiness of the order for shipment.
- 3.3 Customer shall nominate their own forwarder and provide the forwarder details upon submission of order to ViscoTec, or as soon as possible upon completion of the order.
- 3.4 Should the delivery be delayed due to unforeseen circumstances, ViscoTec Asia will inform customer at the earliest time possible.
- 3.5 If shipment is delayed at the request of the customer, he will be charged for any additional costs incurred from storage at ViscoTec's premises if the items are not picked up by the customer's forwarder within 1 month after the date of readiness of their order for shipment.

4. Warranty

- 4.1 Warranty period for non- wear & tear parts is 12 months. Wear & Tear parts are excluded (e.g. rubber parts, stator, O-rings, etc.).
- 4.2 The customer shall carefully inspect the delivered items immediately after receipt. Should there be any defects in the items, the customer shall notify ViscoTec Asia without delay in writing.
- 4.3 The construction and operation of the dispensing units and systems are designed in accordance with the available documents and data given to ViscoTec. ViscoTec assumes that the product data is fully in compliance with the products in use.

- 4.4 ViscoTec dosing units are designed and assembled according to CE-standards.
- 4.5 ViscoTec does not guarantee any processes, and is not responsible for them. Only the proper functions of the ViscoTec units are guaranteed.
- 4.6 ViscoTec will not take responsibility for misbehavior, changes, modifications or adjustments to ViscoTec units and systems, deviation from previous data provided and actions not done according to the manual. All misuse, e.g. external damages or dry-run of the pump are also excluded.
- 4.7 ViscoTec has the right to do a complete analysis of the damaged part, before warranty could be granted.
- 4.8 ViscoTec shall be entitled to decide whether to repair the defective item or provide a replacement free of charge within a reasonable period of time. Should a replacement be provided to the customer, the customer shall return the defective item first. Parts replaced shall become ViscoTec's property.

5. Cancellation

- 5.1 The customer may not cancel their order, in whole or part. However, ViscoTec Asia may review and negotiate with the customer on a case by case basis after receiving a written notice from the customer.
- 5.2 ViscoTec Asia will deliver all completed and partially completed items to the customer and charge the customer for the actual, allowable, allocable and reasonable expenses incurred by ViscoTec for work in process and materials up to and including the date of cancellation upon submission of its claim to the customer within ninety (90) days of the termination notice. ViscoTec Asia's claim shall not exceed the order price for the terminated items.

6. Changes

- 6.1 The customer may request for changes to: (a) the technical requirements, specifications, statement of work, designs or drawings to a ViscoTec system, (b) methods of shipment and packaging, (c) quantities and delivery schedule, (d) place of delivery, by giving reasonable notice to ViscoTec.
- 6.2 If any other change causes a considerable increase or decrease in the cost of, or the time required for, the performance of any part of the work for the order, a reasonable adjustment shall be made in the price or delivery schedule, or both, and the customer will be notified in writing accordingly.