



GENERAL TERMS OF SALES AND DELIVERY

1. PREAMBLE

These General Terms and Conditions for the Supply of Products and Services (the "Terms") shall apply to all sales and deliveries of products or services ("Products") by MLD APS or its

Affiliates ("MLD") to any customer (the "Buyer") (Seller and the Buyer collectively referred to as the "Parties" and individually a "Party").

These Terms shall apply together with any sales contract entered into between the Parties (collectively the "Contract").

In case of any discrepancy or inconsistency between any written sales contract entered into between the Parties and these Terms, the written sales contract shall prevail.

2. PRODUCT INFORMATION

Only information and data included in the Contract are binding upon MLD. Any information and data contained in product brochures, price lists or any other documents are binding only to the extent that such documents are expressly incorporated into the Contract by reference.

3. DELIVERY

Any trade term set forth in the Contract shall be construed in accordance with INCOTERMS 2010.

Unless otherwise agreed in writing, all deliveries by MLD shall be Ex Works (INCOTERMS 2010) at MLDs place of business.

4. RULES & REQUIREMENTS

Any rules and/or requirements applicable in respect of the Products shall be expressly referred to in the Contract in order to be binding between the Parties.

The Buyer bears the risk of any amendments to such rules and/or requirements after the execution of the Contract. In the event that such rules and/or requirements are amended during

the execution of the Contract, MLD shall make reasonable efforts, if so requested by the Buyer, to change the Products accordingly, subject to an adequate adjustment of the price.

Notwithstanding this, MLD shall in no event be obliged to make such change.

5. TIME FOR DELIVERY, DELAY

If delivery by MLD is or will be delayed, MLD shall be granted a grace period of 10 days. If MLD fails to effect delivery within the grace period, the Buyer shall be entitled to liquidated damages of one percent (1%) per week, not exceeding five percent (5%) of the PO Amount,

The remedy provided above shall be the sole and exclusive remedy available to the Buyer in case of delay on the part of MLD. Any other remedy against MLD arising out of any delay is excluded.

PRICES AND PAYMENT

6. All prices are exclusive of VAT and any other taxes or duties. Unless otherwise agreed in writing, the purchase price shall be paid 30 calendar days after the invoice date. Unless otherwise agreed the payment terms shall be as follows:
- 40% upon order
 - 50% upon completion of the execution
 - 10% upon final documentation

Irrespective of the means of payment, payment shall not be deemed to have been effected until the full outstanding amount has been irrevocably credited to MLDs account. All banking charges and fees charged by the Buyers bank shall be paid by the Buyer.

MLD shall be entitled to interest on any late payment from the day on which payment was due. The rate of interest shall be one and a half percent (1.5 %) per month or fraction of a month. In the event of late payment by the Buyer, MLD may at its discretion suspend performance of any of its obligations under any Contract with the



Buyer until payment in full has been effected or terminate the Contract and claim damages.

MLD shall be entitled to adjust the price of any quotation based on price increases of materials, labour, changes in tariff rates and other duties or exchange rate fluctuations independent of the quote validity date and prior to receiving the PO.

upon suspension of the work by The Buyer, the amount corresponding the actual work that has already been performed shall be paid to MLD. This amount shall be based on a report conducted by The Buyers operational on-site personnel and MLDs Project manager. If the completion percentage cannot be agreed it shall be determined by a third party.

MLD reserves right to cancel any quotation prior to receiving the PO from the Buyer and independent of the quote validity date, if another PO has been received from a Third Party, which fills the capacity of MLD during the planned execution to an extent that makes the job impractical or occurs additional expenses to MLD.

The Buyer shall under no circumstances be allowed to withhold payment or parts thereof for any claims made towards MLD.

7. RETENTION OF AND PLEDGE

MLD shall retain title to all Products delivered by MLD until payment in full of the purchase price and all other outstanding claims has been received by MLD, even if such claims arise out of previous transactions. Claiming retention of title shall not be considered a termination of the Contract and shall not release the Buyer from its obligations, including but not limited to its obligation to effect payment in full.

8. LIABILITY FOR NON-CONFORMITY

The Buyer shall examine the Products or Services provided or cause them to be examined immediately after they have arrived, have been installed or serviced. If any non-conformity is discovered or ought to be discovered during this examination, MLD shall be notified thereof no

later than one {1} week after the Product has arrived or been installed. If the Buyer fails to give such notice, the Buyer's right to rely on any remedy will be lost.

The Buyer loses the right to rely on any non-conformity and consequently the right to resort to any remedy for breach of contract if the Buyer has not given MLD notice thereof within a period of twelve (12) months after the date of delivery.

In the event of any non-conformity, MLD may at its discretion choose either to deliver a substitute Product or to repair any non-conforming Product at a place designated by MLD. MLDs cost will be limited to additional products and/or spareparts and workmanship. The Buyer shall bear the cost of transportation of the Product to the place designated by MLD.