

Terms of Order and Quotation

1. **CONSTRUCTION.** By ordering goods/services described herein, Buyer acknowledges it is transacting business at LLA's principal place of business in Berlin, Germany. Regardless of the place of manufacture, this Order shall be governed by, subject to the laws of Germany. A state or federal court located within Berlin will have sole jurisdiction over any litigation concerning this Order.
2. **ACKNOWLEDGMENT.** LLA acknowledges Buyer's order and will enter it for production on the express condition that goods will be sold only on the terms stated herein. Buyer agrees that such terms will control, if in conflict with terms of Buyer's purchase order. All orders are subject to LLA Management approval.
3. **AGREEMENT.** Failure of LLA to object to any provision contained in any order or other communication from Buyer shall not be construed as a waiver of these terms and conditions or an acceptance of such provisions. In the event of any conflict between terms and conditions stated herein and those stated in any order or other communication from Buyer, the terms and conditions stated herein shall govern. Buyer will be deemed to have assented to and waived any objection to the terms and conditions contained herein if Buyer does not object in writing to these terms or if Buyer accepts or pays for a portion or all of the goods.
4. **PRICE AND QUANTITY.** All prices are in €, unless otherwise stated. All quotations are valid for 30 days. Unless otherwise stated, quoted prices do not include freight, insurance, or premium packaging costs. When LLA prepays freight or insurance charges, Buyer will pay such charges to LLA as an addition to the purchase price. The obligations of LLA hereunder are strictly limited of goods specified on the face hereof.
5. **TAXES.** Prices do not include taxes, now or hereafter enacted or any other amounts payable to governmental authorities, on account of the sale of goods hereunder. In addition all taxes, import or export duties, licenses, fees and similar charges that LLA is required to pay shall be paid by Buyer unless otherwise stated and if LLA is required to pay such charges they will be paid by Buyer to LLA as an addition to the purchase price.
6. **WARRANTY.** LLA warrants its products to conform to the specifications described in its written quotation or its current product literature, which ever is applicable. The period of warranty for all products sold to the Buyer is one year unless otherwise stated in the written quotation or product literature. The warranty starts from shipping date. The warranty is extended to only the original buyer of the goods from LLA as per the LLA's sales order. All LLA products must be installed per published LLA procedures and operated within published LLA' operating and environmental conditions in order to be covered under warranty. Copies of these requirements can be obtained from LLA or any of its authorized representatives. Items provided to Buyer on a developmental, trial basis and delivered on a no charge basis are not covered under the one-year warranty provision. Place of performance for a warranty service is Berlin or, if the buyer bears the travelling expenses, the installation place. LLA MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. LLA'S EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY.** LLA's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance of breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this contract shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall LLA be liable for special or consequential damages.
8. **CUSTOMIZED PRODUCTS.** Delivery dates stated for customized products are estimates and are subject to possible delays. Customized products are explicitly excluded from being returned.
9. **CREDIT/PAYMENT TERMS.** Buyers signature attests acceptance of this agreement, financial responsibility, ability and willingness to pay our invoices in accordance with the following terms and conditions: terms of payment are stated in the quotation, order confirmation or invoice. Late fees in the amount of 5% of the invoice will be assessed 5 days after the due date when account will be considered in default. Interest will be charged at the rate of 1.50% per month on all delinquent accounts. Buyer will be responsible for attorney's fees, court costs and post-judgement interest if default litigation occurs. This agreement shall be enforced in accordance with the laws of Germany and shall replace any other contracts signed by Purchase Orders or Order Acknowledgments that were previously in effect.
10. **STORAGE.** Charges for storage or demurrage after shipment from manufacturing site, which accrue against LLA, will be for the account of Buyer. Storage charges of 0.1% of goods value per day may be imposed for the account of Buyer on goods held by LLA more than 14 days after notification to Buyer that goods are ready for shipment from manufacturing site.
11. **CARRIER.** In the event that the Buyer specifies a particular carrier, LLA will make reasonable attempts to utilize that carrier. However, in the event that the specified carrier does not arrive in time to pick up the goods and deliver the goods to Buyer's specified shipping destination according to the delivery terms of the order, LLA may select an alternative carrier to transport the goods. LLA will not be liable for consequential costs of the Buyer resulting from either damage to or delay of the goods.
12. **INSPECTION AND REVOCATION.** Upon receipt of the goods, Buyer will be deemed to have accepted the goods. Buyer shall inspect any goods that show exterior freight damages at time of delivery. In the event of any freight damage, Buyer shall immediately notify freight carrier and file a claim directly with the carrier. Upon determination of damage to Buyer goods, in addition to filing claim with the freight carrier, the Buyer will immediately notify LLA of the damage and provide LLA with written authorization to modify the purchase order for any replacement parts needed. LLA will not be liable for any consequential costs associated with any resulting delay in obtaining replacement goods. Costs of replacement goods are for the Buyer.
13. **BUYERS REMEDIES.** If Buyer and LLA agree that specifications have not been met, LLA will, at its option, repair or replace the goods or refund the purchase price by crediting Buyer's account. Goods may not be returned to LLA without first obtaining a Returned Material Authorization Number from LLA. Buyer shall bear the risk of loss and expense of return shipments and shall retain title until goods are received and inspected by LLA or its agent. LLA's liability is expressly limited to the obligations described in this paragraph. IN NO EVENT SHALL LLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
14. **EXCUSABLE DELAYS.** LLA shall not be liable for damages or delays in performance resulting from causes beyond its control. Such causes include, without limitation, acts of God or the public enemy, acts of the governments, shortages of fuel or raw materials, embargoes, unusually severe weather, fires, floods, and labour disputes. In the event of the occurrence of such a cause, LLA performance of this order shall be suspended until the removal of such cause and the time for performance extended for an adequate period.
15. **TERMINATION.** If the entire quantity ordered is not released for shipment within twelve months of the date of the order, the quantity released will be rebilled at the unit price applicable for such quantity and the balance of the order will be cancelled. In the event Buyer terminates this order in whole or in part, LLA may assess termination charges in an amount not to exceed the selling price of the goods ordered.
16. **PRIME CONTACT.** Unless formally notified by the buyer, any provisions under any prime or other contract to which the Buyer is a party shall not bind LLA.
17. **MACHINE SET-UPS.** Prices and deliveries are based on one-time machine set-ups. Multiple-release deliveries are subject to additional charges for multiple machine set-up and/or inventory carrying charges.
18. **SHIPPING TERMS.** Unless otherwise specified, goods are shipped E.X.W Berlin, Germany.