

Standard Terms and Conditions for the Purchase of Goods (Import)

1. Preamble

These Standard Terms and Conditions for the purchase of import goods shall exclusively apply, save as varied by express agreement accepted in writing by both parties. These conditions shall also apply if AFL accepts delivery of goods under the existence of the seller's contradictory standard terms not being subject of the contract.

Any agreement being concluded between AFL and seller shall only be binding between the parties if they are laid down in writing. Any conditional or different terms proposed by the seller are objected to and will not binding upon AFL unless assented in writing by AFL.

These conditions shall govern any future individual contract of purchase between AFL and seller to the exclusion of any other terms and conditions. These provisions extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

2. Formation of Contract

The contract shall be deemed to have been entered into when, upon receipt of an order, the buyer has sent an acceptance in writing.

Any weights, dimensions, capacities, prices, performance ratings or any other data contained in catalogues, circulars, advertisements or price lists constitute an approximate guide and shall not be binding save to the extent that they are by reference expressly included in a contract. Any such data submitted to the seller prior or subsequent to the formation of the contract remain the exclusive property of AFL. They must not be communicated to a third party.

3. Price of the Goods

The price of the order or the seller's quotation and offer as accepted by AFL shall be binding and shall be based on "delivery (duty paid)". Prices as agreed upon shall include the cost of packing or protection required under normal transport conditions to prevent damage, and shall also include VAT.

4. Terms of Payment

Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise, payment for the delivery shall be made within 30 days after delivery and receipt of invoice with a 2 % discount or within 90 days net.

5. Delivery

Delivery shall be effected on due date as fixed in the contract or the order of purchase being subject to the contract.

The seller is obliged to give notice in writing to AFL if a delay in delivery is to be expected.

If the seller fails for any reason whatsoever to effect delivery on due date the seller shall pay a contractual penalty amounting to 10 % of the invoice value of the relevant delivery per week. In addition the seller is liable to AFL for all damages and consequential losses resulting from the delay without limitation. In particular the seller is liable for AFL's loss of profit and any possible contractual penalty or liquidated damages, which AFL may be liable for due to the delay.

6. Transfer of Risks

Save as provided in an individual contractual agreement the time at which the risk of damage to or loss of the goods shall pass shall be fixed in accordance with the Interpretation of Trade Terms (Incoterms 2010) of the International Chamber of Commerce. If no further indication is given in an individual contract of purchase (import), the goods shall be deemed to be sold "ddp" (delivery duty paid, Incoterms 2010).

7. Warranties

7.1. Warranties relating to the quality of goods

The seller warrants that all items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that and the delivered items are suitable for the purposes intended by AFL.

Seller's warranties hereunder shall extend to any defect or non-conformity arising or manifesting itself within 3 years after delivery. With respect to items not in accordance with any such warranties, AFL, without waiving any rights or remedies provided by law and/or elsewhere under these Standard Terms and Conditions, may require the seller to correct or replace such items at the seller's risk and expense. Any items corrected or replaced shall be subject to the provisions of these Standard Terms and Conditions in the same manner as those originally delivered hereunder. Also shall AFL be entitled to stipulate abatement of the purchase price, indemnity or withdraw from the contract.

7.2. Warranties of compliance with laws

The seller warrants and undertakes to AFL that in the performance of any contract of sale he will comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental, state or other authority relating to the subject matter of these Standard Terms and Conditions and to the performance by the parties hereto of their obligations hereunder.

7.3 Warranty of title

The seller warrants that the goods are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire-purchase, conditional sale or credit sale agreement.

8. Miscellaneous Clauses

This agreement supersedes and invalidates all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date the agreement is signed.

This agreement shall not be assigned or transferred by either party without the written consent of the other.

Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligation hereunder.

9. Place of Jurisdiction; Choice of Law

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the ICC Geneva/Switzerland Court of Arbitration.

The arbitral tribunal shall consist of three arbitrators. The chairman must be a lawyer admitted to the bar of ICC having command of the language of arbitration.

Place of arbitration is Geneva / Switzerland.

Language of arbitration is German.

The arbitral tribunal shall apply CISG (United Nations Convention on Contracts for the International Sale of Goods).

Regarding the procedure the arbitral tribunal shall apply the Rules of Arbitration by the ICC.

AFL shall have the right to bring a claim before a court at the buyer's principal place or at his discretion before any other court being competent according to any national or international law.