

GENERAL CONDITION OF SALE

All orders are subject to General Conditions herein set forth.

1. **SYSTEM S&P®** reserves the right to substitute components that improve the performance or specifications of all of or any part of the equipment at no change in price.
2. The amount of any state or government tax or similar charge upon the production, erection, use, sale and for shipment of produce sold by **SYSTEM S&P®** now imposed hereinafter becoming effective, shall be charged to the buyer, without regard to whether such amount has been specified in the proposal or quotation submitted by **SYSTEM S&P®**.
3. The proposed delivery date is the best estimate of the time of equipment will be ready for delivery. Any changes in design made after date of proposal shall be made at an additional charge and will of necessity influence the final shipping date of the equipment. The delivery proposed be based on prompt approval of drawings by the customer and receipt of materials presently promised by our suppliers. We assume no liability for loss of damage arising from late delivery or nonfulfillment of contract due to delays.
4. The buyer shall bear all risk of loss or damage to the equipment after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the equipment during the time between delivery and final payment in an amount fully protecting **SYSTEM S&P®**. Loss or damage by fire or other causes within such a period shall not be relieve the Buyer from his obligation to pay purchase price in full.
5. **SYSTEM S&P®** shall not be responsible or liable in anyway for any loss or damage arising from nonfulfillment of contract by reason of fires, flood, accident, explosion war, strike, lockout, labor trouble, or any other cause unavoidable or beyond out control.
6. Cancellations or suspensions of orders placed with and accepted by **SYSTEM S&P®** can only be made with our consent. Should a buyer be granted a cancellation or suspension of operation after work has begun, it is understood that we may promptly render invoices covering construction as far as it has progressed and that we shall be promptly reimbursed of all expenses incurred, and for any increase which may occur in the cost of labor and materials in the period that work has been suspended. Final delivery shall be based on conditions prevailing at the time construction is resumed.
If shipment of this apparatus is prevented by order of the buyer, we reserve the right to invoice same as shipped and payments shall be mature from date of sale invoices. In case of such delay in shipment, it is agreed that storage shall be at the buyer's risk and expense.

After acceptance of equipment delivery, if installation of this apparatus is prevented by order of the buyer, we reserve the right to invoice same as installed and payment shall mature from date of sale invoices.

It is agreed that this apparatus shall be commissioned within one month after completion of installation. Suspension of commissioning placed with and accepted by System S & P can only be made with our consent. Should a buyer be granted a suspension of commissioning after completion of installation, it is understood that we may promptly invoice same as commissioned and payments shall mature from date of sale invoice.

7. After acceptance of this proposal should the buyer initiate design changes that increase costs, buyer shall bear these additional charges. **SYSTEM S&P®** shall be reimbursed for engineering and estimation charges related to changes requested by buyer even if implementation of such changes is not fully authorized by buyer.

System S&P® Vertriebs GmbH

D-74592 Kirchberg/Jagst Ulmenstr. 2 Germany

Tel: (49) 7954-98040, Fax: (49) 980420, e-Mail: info@system-s-and-p.de, www.system-s-and-p.de