



General Conditions of Sale and Delivery for Oceanlynx.

Article 1 Definitions

1.1 In these general conditions “purchaser” is taken to mean: the person, for whom an Offer with reference to these conditions is intended, as is evident from the address, and/or with whom an agreement is entered into with reference to these conditions.

1.2 “Seller” is taken to mean Oceanlynx

Article 2 Applicability.

2.1 The following conditions apply to all offers made and all agreements entered into or transactions carried out by the seller.

Article 3 Tenders:

3.1 Tenders made by the seller can only be accepted if these general conditions are accepted.

3.2 All offers made by the seller, these being taken to include brochures and price lists are without obligation and can be revoked in any form.

3.3 If a quotation includes an offer without obligation which is accepted, the contractor has the right to retract the offer within two working days of receipt of acceptance.

Article 4 Delivery, Packaging and Risk.

4.1 The goods sold by the seller will be supplied from the nominated warehouse unless other arrangements have been expressly agreed. Delivery times are approximate only. They can never be considered to be a strict deadline unless something to the contrary has been expressly agreed. Consequently, the seller has to be declared to be in default in writing if delivery is not on time.

4.2 Reusable packaging including pallets, crates and boxes, supplied by the seller, on which a deposit has been charged, will be accepted for return against the current invoice price at the time of return, which may be supplemented with a fixed compensation for packaging.

4.3 The purchaser is obliged to accept the items when they are delivered or when they are made available to him in accordance with this agreement. If the purchaser refuses to accept the items or fails to provide information or instructions necessary for delivery, the goods will be stored at the purchaser’s risk. In such a case the purchaser will be liable for all additional costs including, in any event, storage costs.

4.4 All risks and liabilities relating to the goods sold, pass to the purchaser at the moment that they are made available by the seller.

Article 5 Complaints

5.1 The purchaser should inspect the goods bought, or have them inspected, upon delivery



– or as soon afterwards as possible. In doing this the purchaser should verify that the

goods supplied conform with the agreement, namely:

- if the correct goods have been delivered;
- if the goods delivered are in accordance with the specifications given in the agreement as far as quantity is concerned;
- if the goods delivered meet the agreed quality requirements or – if there is no such agreement – the standard that may be reasonably accepted for normal use and/or commercial purposes.

5.2 The purchaser should inform the seller, preferably in writing, within 24 hours of delivery, if visible defects or deficiencies are found.

Article 6 Force Majeure

6.1 Circumstances beyond the control of the seller and/or his actions, which are of such a nature that fulfilment of the agreement, either in its entirety or partially, can no longer still reasonably be expected of the seller, give the seller the right to terminate the agreement either partially or in its entirety and/or to suspend its execution without there being entitlement to compensation.

6.2 The circumstances referred to in the previous clause of this article include, among others: failure to deliver, incomplete and/or delayed delivery by one of the seller's suppliers, war and the danger thereof, complete or partial mobilisation, prohibition of imports and exports, measures taken by the foreign government bodies that make the implementation of the agreement more problematic or expensive than could be foreseen at the time that the agreement was entered into, frost, strikes and/or the occupation of business premises, epidemics, traffic problems, loss or damage during transport or caused by fire, theft, failure of energy supplies, machine defects, whether in the seller's business or those of third parties, from whom the seller obtains the goods in their entirety and furthermore all other causes that arise that are beyond the control and/or actions of the seller.

Article 7 Liability

7.1 The seller's liability is limited to the amount covered by his insurance, if and insofar as this liability is covered by his insurance. If the insurance fails to pay under any circumstances or if the damage is not covered by the insurance, liability is limited to the sum invoiced.

7.2 However, the seller is fully liable for the damage if it is a case of intentional or gross negligence on the part of the seller or his management subordinates.

Article 8 Prices

8.1 The prices given by the seller relate to delivery from the nominated warehouse and exclude transport costs, packaging and VAT unless something to the contrary has been expressly agreed.

Article 10 Payment



9.1 Unless something else has been agreed in writing, payment should be made within thirty (30) days of the date of invoice.

9.2 If the seller has not received payment within the agreed period, the purchaser is legally in default and is liable to pay the seller interest of 1% per month, calculated on the amount owed starting from the due date, without recourse to any reminder or notice of default being necessary, this being without prejudice to the seller's right to claim immediate recovery of the amount owed with interest and costs for extrajudicial and legal costs. The costs of extrajudicial recovery will be determined by the parties on the basis of the customary graduated collection fees used by the legal profession, with these costs being liable in addition to the legal costs in instances of legal recovery. If the seller can demonstrate that he has incurred higher costs, which were reasonably necessary, then these cost will also be compensated.

Article 10 Retention of Title

10.1 Goods supplied by the seller remain his property until the purchaser has fulfilled all obligations arising from any sales agreements entered into with the seller:

- the quid pro quo concerning the goods themselves that have been, or are to be, delivered;
- the quid pro quo concerning services carried out, or to be carried out, by the seller in accordance with the sales agreement(s).
- any claims due to failure on the part of the purchaser to comply with any sales agreement.

10.2 The purchaser is permitted to resell the goods supplied by the seller within the framework of his normal business operations.

10.3 If the purchaser fails to comply with his obligations or there exists a justifiable fear that this will happen, the seller is entitled to repossess, or have repossessed, any goods to which the retention of title applies that have been delivered to the purchaser or from third parties who hold the goods on the purchaser's behalf. The purchaser is obliged to give assistance in this or be liable to pay a penalty amounting to 10% of the amount due to the seller per day.

Article 11 Compensation/settlement

11.1 The seller is always entitled to defer any obligation on his part if any of his claims on the purchaser are not paid in good time or if no alternative and/or supplementary security is provided on his first request relating to such a claim.

11.2 If the seller is liable to pay, or will become liable to pay, any sum to the purchaser, the purchaser cannot appeal for compensation concerning any amount owing to the seller.

Article 12 Purchaser's Inability to Pay

12.1 If the purchaser fails to pay his debts in good time or comes to an agreement relating to them with his creditors, is declared bankrupt or applies for suspension of



payments or debt restructuring on the basis of the Debt Rescheduling (Natural Persons) Act or if the purchaser fails to fulfil his obligations arising from any agreement with the seller, the seller is entitled to terminate all agreements with the purchaser by written notification.

12.2 In the circumstances described in 12.1 the seller is not liable to pay any compensation and he remains entitled to demand payment of the agreed purchase price from the purchaser, less that which has been allowed for goods that have not been delivered and any instalments that have already been paid plus compensation for damage that the seller has or will incur

Article 13 Right of Termination

13.1 If the purchaser culpably fails in his duty to fulfil his obligations in respect of any agreement, the seller is entitled to terminate the agreement with immediate effect, without the provision of proof of default or summons being required and without recourse to the courts, this being without prejudice to the seller's right to full compensation.

Article 14 Changing the Conditions

14.1 The seller is entitled to introduce changes to these conditions. These changes come into effect at the time indicated. The seller will send the purchaser the changed conditions in good time. If no time has been indicated for the changes to come into effect, changes with respect to the purchaser come into effect as soon as he is informed of them.