GENERAL DELIVERY TERMS & CONDITIONS

1. SCOPE

These General Delivery Terms & Conditions ('GDTCs') apply to all deliveries of products and services of ELMIKA UAB (further as 'ELMIKA') and the respective contract partner('customer'), unless otherwise agreed in writing.

Opposing terms of business on the part of the customer shall only apply insofar as ELMIKA has agreed to them in writing and that they accord with the contractually agreed performances.

2. CONCLUSION OF CONTRACTE

All offers of ELMIKA are revocable and non-binding. Unless otherwise agreed on an individual basis, offers must be accepted without undue delay, yet no later than within 30 days.

Contracts between the parties shall only be established upon written confirmation of the order ('order confirmation') by ELMIKA; fax or email shall suffice for this purpose.

Technical data, figures, drawings, weight and dimension indications are only binding to the extent that they have been confirmed by ELMIKA in writing.

The customer is not entitled to a right of cancellation or right of withdrawal following conclusion of contract.

3. PRICES

Unless otherwise agreed in writing, by fax or email, the prices are indicated without packaging, transport costs, insurance and the respectively applicable VAT. Delivery is subject to charges in accordance with INCOTERMS 2010 pursuant to EXW delivery conditions. If the customer does not wish for delivery, this must be indicated to ELMIKA in writing upon order submission. The customer must then arrange for the collection of the good from ELMIKA following order fulfilment at its own cost and risk. For longer safekeeping periods, ELMIKA reserves the right to additionally charge storage costs in this case.

Reasonable price increases may be carried out in individual cases, if the material and labor costs underlying the calculation have substantially increased since order confirmation. In these cases, the customer shall promptly receive notification from ELMIKA following determination of such higher costs.

ELMIKA reserves the right to charge additional costs for changes requested by the customer after the order has been confirmed.

4. RESERVATION OF OWNERSHIP

The good shall remain in the sole ownership of ELMIKA until the full payment of the price and all costs in connection with production and delivery. ELMIKA is permitted and authorized to have the reservation of ownership registered at any time and to assert the same. The customer is obliged to cooperate in the registration and assertion of the right of ownership of ELMIKA, when requested.

The customer undertakes to ensure that the delivered good is properly handled, not damaged, and appropriately insured during the period of the reservation of ownership.

5. RESALE AND PROTECTIVE RIGHTS TO DOCUMENTS

The resale of the good by the customer for commercial purposes is only permissible with the written approval of ELMIKA and together with the original documentation.

ELMIKA reserves all rights of ownership and intellectual property rights to documents, drawings, models, cost estimates and similar ('documents') provided to the customer by ELMIKA in connection with the purchase agreement. These documents may not be made accessible to third parties, unless such authorization clearly arises from the written correspondence or the respective purpose of the contract between ELMIKA and the customer.

6. PAYMENTS

All invoices are due for payment without any deductions within 30 days of the invoice date, unless otherwise agreed in writing.

The customer shall enter default on payment without a reminder if payment in full has not been received by the due date.

ELMIKA reserves the right to demand advance payments. The amount of the advance payment shall be determined in accordance with the respective order value. This advance payment is made without the application of interest.

Interest shall be applied to the payment from the due date at 20 percentage points above the base rate.

7. OFFSETTING

The customer is only permitted to offset claims to the extent that these claims are uncontested or legally determined.

8. DELIVERY PERIOD

Delivery periods and dates as well as delivery delays disclosed by ELMIKA concern estimations without a legally binding nature, subject to the reservation that a delivery period has been agreed in writing, by fax or email ('agreed delivery period'). Accordingly, delivery delays do not entitle the customer to a right to rescind the purchase agreement or to assert other claims. The customer is explicitly not entitled to carry out unilateral price adjustments or to withdraw from the contract due to delivery delays.

An agreed delivery period begins no earlier than upon dispatch of the order confirmation, yet not before clarification of all details relating to order execution and only following submission of the documents and approvals required from the customer as well as receipt of an agreed advance payment.

Any change requests on the part of the customer shall appropriately extend the delivery period by the period required for reviewing these requests and implementing the new specifications in production.

Should the customer enter default of acceptance upon delivery, regardless of whether the delivery by ELMIKA is punctual or delayed, the customer shall assume storage costs in addition to the transport costs. These costs as well as any other damages incurred shall be assumed by the customer.

9. DISPATCH AND TRANSFER OF RISK

As a rule, dispatch is based on the delivery conditions agreed and defined in the order confirmation.

Unless otherwise agreed or the customer accepts the goods directly at the premises of ELMIKA, the risk shall be transferred to the customer as soon as the goods are handed to the transport company by ELMIKA or, if dispatch is delayed without fault on the part of ELMIKA, as soon as the notification of dispatch readiness has been sent to the customer.

Should dispatch or shipment to the customer be delayed due to circumstances for which ELMIKA is not responsible, the good shall be stored at the cost of the customer. In this connection, ELMIKA reserves the right to withdraw from the contract or assert damages in accordance with statutory provisions following the setting of a reasonable extended period and its fruitless expiry.

10. PROTECTIVE RIGHTS

ELMIKA undertakes to render all deliveries and performances free from legal defects (such as commercial protective rights and copyrights/patents or other registered third-party rights). Insofar as a third party claims an infringement of a protective right, ELMIKA shall promptly investigate this matter and take appropriate precautions to prevent the continued infringement of the protective right. In these cases, ELMIKA is entitled to a sole right of defense against the third party; any settlement negotiations must be conducted exclusively by ELMIKA.

In individual cases, the customer shall be entitled to the statutory rights to withdraw from the contract or reduce the contract price, should the deliveries or performances provided by ELMIKA be rendered unusable due to the asserted infringement of the protective right.

Claims on the part of the customer are excluded, insofar as the customer is responsible for the infringement of the protective right or if such infringement is attributable to the special specifications of the customer or respectively a modification to the delivery or performance of ELMIKA by the customer.

Further claims due to legal defects are excluded.

11. INSPECTION OBLIGATION AND NOTICE OF DEFECTS

The customer undertakes to inspect the delivered good promptly upon receipt thereof for freedom from defects, completeness and conformity with the agreed good, and to promptly notify ELMIKA in writing and with as much detail as possible of all defects for which a right of guarantee exists, yet no later than five days following receipt of the good and for hidden defects immediately upon their discovery. In the event of a notice of defects or inspection later than this period, the good shall be deemed to be accepted by the customer.

In the event that the good is accepted by the customer, or upon expiry of one year since delivery of the good at the latest, all guarantee rights of the customer shall lapse.

The provisions under this point shall apply equally to all complaints on the part of the customer, as well as incorrect deliveries, quantity deviations and all other complaints in relation to the delivery or performance rendered by ELMIKA.

12. GUARANTEE

ELMIKA is only responsible for defects which already existed at the time of transfer of risk to the customer.

Insofar as the customer exercises its guarantee right following a successful notice of defects, the customer must return the defective good to ELMIKA at the cost of the former in the original or equivalent packaging, in order for the good to be inspected in relation to the defects. In the event of a delivery of a defective good, the customer shall be entitled to a replacement delivery of a faultless goods or rectification at our discretion. For warranty service or repair, the good must be returned to a service facility designated by ELMIKA. Customer shall prepay shipping charges to and from ELMIKA. The Customer shall pay all (to and from ELMIKA) shipping charges, duties, and taxes for goods returned to ELMIKA from another country. In other respects, the statutory provisions apply.

13. WARRANTY

ELMIKA guarantees faultless material and its processing. ELMIKA will undertake repairs or replacement of goods within one year of delivery, provided that the customer has not caused the defect as a result of incorrect installation, misuse, accidents, changes, incorrect transport or storage. ELMIKA reserves the right to finally check and determine the defect.

14. LIABILITY

The liability of ELMIKA and its vicarious agents towards the customer is limited by the amount paid by the customer for the delivered goods. ELMIKA and its representatives' liability to the client is excluded in the event of malicious intent or gross negligence on the part of the client.

Liability according to mandatory statutory regulations such as product liability provisions or guarantees issued in writing shall remain unaffected.

ELMIKA shall not be liable for pecuniary or consequential damages, reimbursement of expenses, loss of earnings, production outages, operational interruptions, interest losses, financial costs, loss of use, claims under a covering purchase nor for any third-party claims.

Unless precluded by mandatory statutory periods to the contrary, the limitation period for all liability claims amounts to 12 months from discovery or grossly negligent lack of knowledge on the part of the customer.

15. FORCE MAJEURE

Unforeseen and unavoidable events and events for which ELMIKA is not responsible– such as civil unrest, strike, war, fire, energy shortages, operational disruptions in the company or its suppliers, measures by authorities, and impediments due to national or international provisions as well as difficulties in the procurement of approvals, in particular import and export licenses – which prevent delivery of the good by the agreed date (‘force majeure’), shall extend the agreed delivery periods by the duration of the disruption and its effects. A claim to withdraw from the contract or assert damages shall not exist in these cases,

unless the parties agree otherwise in the respective individual case. In any case, the customer will be informed of the delivery delays and possible additional costs for storage and transport.

16. FINAL PROVISIONS

Should individual provisions of these GDTCs be wholly or partly invalid, this shall not thereby affect the validity of the remaining provisions.

All amendments or supplements to these GDTCs must be made in writing.

The place of fulfilment and jurisdiction is Vilnius. ELMIKA is entitled at its option to take legal action at the registered address of the customer.

Lithuanian law applies. The UN Convention on the International Sale of Goods (CISG) is excluded.

All statements without guarantee. Errors and misprints reserved.