

GENERAL CONDITIONS OF SALES

1. The following general conditions of sales are applicable to all purchases of Products by Purchaser from ORFIT® Industries America. Except as otherwise expressly provided below to the contrary, to the extent of any inconsistencies between these general conditions of sales, the General Conditions included with the invoices for Product sold to the Purchaser, and the Distributorship Agreement to which they are attached, said Distributorship Agreement shall control.
2. Except as otherwise expressly stated in any price-list or in any invoice for Products sold to Purchaser, the purchase prices for any Products sold to Purchaser are due and payable in full not more than 30 days after the date of the invoice for such Products.
3. Complaints and objections with respect to a shipment of goods must reach ORFIT® Industries America by registered mail within 8 days after receipt of the goods in order to be taken into consideration. The concerned goods may not be returned without ORFIT® Industries America's written permission. ORFIT® Industries America's responsibility for damage, as a direct result of a delivery of defective or wrongly delivered goods is restricted to the purchase amount of the used part of the disputed merchandise. All other complaints, even for hidden defects, are totally excluded. Hidden defects will be the subject of the "Limited Warranty of ORFIT® Industries America".
4. Products may not be returned without the written authorization of ORFIT® Industries America.
5. In the event of a return of conforming goods, the following conditions apply
 - ORFIT Industries checks if the concerning article numbers can be taken into account for return
 - If, however, the goods to be returned are out of production, or if ORFIT Industries has itself too considerable a stock of it, no return can be possible
 - the goods mustn't be older than one year. In order to enable ORFIT Industries to check on this, the distributor should provide us with the lot number
 - the goods are to be returned by the customer, prepaid and cleared
 - the goods should not be damaged and still be packed in the original packing
 - after control of quality and quantity at ORFIT Industries, a credit note is drawn up for the amount invoiced, minus 20% for charges
 - the amount of the credit note will be deducted from the next payment to ORFIT Industries
6. In the event any invoice is not paid in full within the payment term stated in Paragraph 2 above or in such invoice, if it contains different payment terms, the outstanding unpaid balance shall bear interest from the due date thereof until paid at the rate of the lesser of (i) 20% per annum or (ii) the maximum rate permitted by applicable law.
7. Accepting the goods means accepting these General Conditions of Sales.
8. A delay in the delivery for any reason, can never give rise to any damages or causes of action. Irrespective of whether or not goods are shipped to the buyer free of shipping charges, the risk of loss or damage to any such goods shall pass to the Purchaser upon ORFIT® Industries America placing such goods in the possession of the shipper.
9. The Purchaser shall not export the Products; unless ORFIT® Industries America expressly agrees in writing that the Products may be exported, which agreement must identify the country to which the Products may be exported.
10. Title to the Products shipped to the Purchaser shall not pass to Purchaser until the Purchaser has paid to ORFIT® Industries America in full the purchase price for such Products. If any Products, for which title thereto has not passed to the Purchaser, are seized, the Purchaser shall immediately inform ORFIT® Industries America. Until such time as the Purchaser has paid in full the purchase price of any Products, ORFIT® Industries America may demand return of such Products at the Purchasers cost.
11. With respect to all Products in transit to the Purchaser or in the Purchasers possession for which title has not as yet passed to the Purchaser, the Purchaser nonetheless shall be obligated to maintain casualty insurance in an amount not less than the aggregate purchase price for such Products, which casualty insurance shall name ORFIT® Industries America as an additional loss payee and which insurance shall not be cancelled without at least 30 days prior written notice to ORFIT® Industries America.
12. ORFIT® Industries America reserves the right to modify the design, construction and price of any Products.
13. The Purchaser acknowledges and agrees that ORFIT® Industries America, has made a limited warranty regarding the Products which is attached to the price-list (the "Limited Warranty of ORFIT® Industries America").
14. The purchase and sale of any Products, and the construction and interpretation of any invoices for Products, these General Conditions of Sales and any agreement between Purchaser and Orfit® Industries America shall be governed by the laws of Delaware. Any suit brought in connection with or related to the purchase and sale of any Products, any invoice for Products, these General Conditions of Sales and any such agreement shall be brought exclusively in the Court of Delaware. The parties hereby irrevocably consent to in persona jurisdiction and venue of such courts and irrevocably waive any claim or defence that such forums are not convenient or proper.