

Terms of Delivery and Payment

1. Applicability of Terms

Our deliveries, services and offers are subject exclusively to these terms of Delivery and Payment. Thus these Terms are applicable to all future business relations even if not expressly agreed on once more. These Terms shall be deemed accepted at the latest upon acceptance of any goods or service provided by us. Counter-confirmations of the buyer containing a reference to his terms of business or purchase are hereby rejected. The same shall apply to our guiding rules for assembly requested by the buyer.

2. Offer, Execution of Contract

Change and not binding State-ments of acceptance and all purchase orders are effective only if confirmed by us in writing or per telex. The same applies for amendments, changes and side agreements. Data contained in prospectuses and printed matter, such as drawings, illustrations, measurements, weights and other data are data determined according to the best of our knowledge, but are not binding unless set forth in the confirmation of order.

3. Price Agreements

Prices are quotes ex-plant, exclusive of packing, plus statutory value added tax as applicable from time to time. In case of an increase of the cost of material of production we shall have the right to reasonably increase the agreed prices.

4. Tools

Any tools made by us or on our behalf shall remain our property, even if proportionately charged to the buyer.

5. Delivery

5.1 The risk shall pass to the buyer as soon as the purchase order has been made and delivered to the company.
5.2 With regard to products not kept in stock we reserve the right to supply 10% more or less of the quantity ordered. This applies also to packing material. AK gaskets and it gasde ts kept in stock.
We shall have the right any time to make part deliveries and to render part services.

5.3 Dates and terms of delivery may be agreed on to be binding or not binding, but must be agreed on in writing. The term of delivery begins on the date the confirmation of order is mailed, in no event prior to the provision of documents, permits for releases to be obtained by the buyer, and not prior to the receipt of the down payment agrees on, if any. The term of delivery shall be deemed observed if the article to be delivered left the plant prior to the expiration of the term or if notice of readiness for shipment has been given. Observance of the term of delivery requires the fulfillment of the buyer's contractual obligations.

5.4 The term of delivery shall be reasonably extended or shall have the right cancel the contract upon the occurrence of events within the scope of labour disputes, particularly strikes and lock outs, as well as upon the occurrence of unforeseen impediments beyond our control, particularly force majeure, insofar such impediment can be proven to considerably affect the completion or delivery of the article to be supplied. The buyer on his part shall have the right to cancel the contract if he cannot reasonably be expected to accept delivery due to the delay.

5.5 In the event we are unable to make delivery for any reason whatsoever the buyer shall have the right to cancel the contract. In cases of partial impossibility of delivery the buyer has such right of cancellation in the event delivery by us in full or in part and if we fail to advise the buyer of readiness for shipment within a reasonable extension of the original term fixed by the buyer.

Further rights are excluded, especially the right to claim damages for impossibility of delivery or for delay including partial impossibility and partial delay-as well as claims for damages for breach of an obligation other than by delay of impossibility, for culpa in contrahendo and damage claims, in tort, unless the act involved was deliberate or grossly negligent.

6. Warranty

6.1 EAGLEBURGMANN (THAILAND)CO.,LTD. warrants that any seals supplied by it correspond as to design and manufacture to the current state of the art and are, as regards design, materials and production, free from any defect. Any warranty claims derived from some future state of the art are expressly excluded. This warranty shall lapse in the event of any failure to maintain the operating conditions specified by the buyer to EAGLEBURGMANN (THAILAND)CO.,LTD. and confirmed by EAGLEBURGMANN (THAILAND)CO.,LTD. in writing.

6.2 This warranty extends to a maximum of 5,000 hours of operation, in no event to more than 6 months upon commissioning of the seal or, if commissioned at a later date, to 12 months upon the date of the pertinent invoice. Hours of downtime shall be deemed hours of operation during the time the machine is ready for operation.

6.3 In the event of any damage the buyer shall inform EAGLEBURGMANN (THAILAND)CO.,LTD. in writing promptly upon the occurrence of such damage. Beside, defects must be asserted in writing within a preclusive period of two weeks of delivery. No part alleged to have been damaged shall be disassembled without EAGLEBURGMANN (THAILAND)CO.,LTD. approval and without the presence of a EAGLEBURGMANN (THAILAND)CO.,LTD. representative, or dispatched to EAGLEBURGMANN (THAILAND)CO.,LTD. Joint testing of any mechanical seal(s) shall be at EAGLEBURGMANN (THAILAND)CO.,LTD. discretion. In the event of any such joint testing the buyer will be required to establish that seal failure was due to a defect in design material, or manufacture.

6.4 No warranty is given for any damage due to incorrect or inadequate information provided by The Buyer, e.g. operating temperature, pressure, media, shaft size or running parameter, etc.,

6.5 EAGLEBURGMANN (THAILAND)CO.,LTD. accepts no liability for any damage caused by improper or unsuitable use, by faulty installation or commissioning, defective assembly or putting in operation by the buyer or third parties, Unnatural wear and tear fault or negligent treatment of unit machinery materials replacement materials poor construction work unfit foundation soil, chemical, electrochemical or electrical influences, unless they wear occasioned through our negligence.

6.6 This warranty extends exclusively to the repair of the seal involved and to the provision of new parts, if any, with such seal having to be sent to EAGLEBURGMANN (THAILAND)CO.,LTD. for repair at no cost to EAGLEBURGMANN (THAILAND)CO.,LTD. Any further warranty of any kind, including but not limited to the payment of assembly charges, or liability for consequential damages is excluded. With respect to elastomeric materials and other parts purchased by EAGLEBURGMANN (THAILAND)CO.,LTD. EAGLEBURGMANN (THAILAND)CO.,LTD. liability shall be limited to the assignment of any warranty claims EAGLEBURGMANN (THAILAND)CO.,LTD., may have against its suppliers.

6.7 The pertinent Assembly and Operating Instructions are an integral part of this Warranty.

6.8 Where products not of own make are used in our products, our liability shall be limited to assailing our warranty claim against our suppliers to the buyer. We undertake to furnish to the buyer promptly upon receipt of his notice of defect any information the buyer needs to enforce such warranty claims.

6.9 No warranty is given if the defective goods are further processed or treated or mingled with products of another origin by the buyer, or if the buyer or a third party who is not one of our suppliers attempted to make repairs, the burden of proof that the defect existed already at the time of delivery of the articles involved shall be on the buyer.

6.10 STANDARD WARRANTY EXPANSION JOINT

Description of Warranty Claim
EAGLEBURGMANN (THAILAND)CO.,LTD., liability for defects and shortcoming remains in force for a period of months from the Buyer receiving signed date or by the contract. EAGLEBURGMANN (THAILAND)CO.,LTD., claim form must be filled in by Buyer order to process the claim.

The scope of the liability of EAGLEBURGMANN (THAILAND)CO.,LTD. is as specified below:

Within the periods specified above, EAGLEBURGMANN (THAILAND)CO.,LTD., undertakes to remedy all defects or shortcomings in the goods delivered by repair or redelivery at the discretion of EAGLEBURGMANN (THAILAND)CO.,LTD. The obligation of EAGLEBURGMANN (THAILAND)CO.,LTD. to remedy defects or shortcomings is conditional on the presentation of proof by the Buyer that the delivered equipment suffers from defects or shortcoming, including documentation that the equipment has been stored, assembled, installed, put into operation and maintained correctly in accordance with the operation and maintenance instructions provided by EAGLEBURGMANN (THAILAND)CO.,LTD. However, the obligations of EAGLEBURGMANN (THAILAND)CO.,LTD. does not apply to consequences of inappropriate and/or incorrect use of the goods delivered, including deviations from the agreed specifications.

Limitation of Warranty

The obligations exclude the following:

- 1) damage due to poor maintenance or improper handling;
- 2) damage due to assembling, installing, repair, modification by Buyer or the third party who shall cause warranty void automatically;
- 3) damage due to the incorrect use/maintenance in accordance with the use/maintenance instruction by EAGLEBURGMANN (THAILAND)CO.,LTD. use in inappropriate environment, or in inappropriate store, e.g. high moisture, keep in inappropriate package;
- 4) damage of fabric expansion joint due to the existing of water or liquid;
- 5) damage due to incorrect or inadequate information provided by buyer, e.g. operating temperature, pressure, media, movement, etc.;
- 6) damage due to the use of products or other equipment not supplied by EAGLEBURGMANN (THAILAND)CO.,LTD.
- 7) damage from any modification or the change of operating condition that influence to the expansion joint;
- 8) the fading color, the deterioration of the rubber or plastic parts or the rust that occur under time-relate;
- 9) EAGLEBURGMANN (THAILAND)CO.,LTD. shall not be liable for any defect or shortcoming occurred previously;
- 10) EAGLEBURGMANN (THAILAND)CO.,LTD. shall not be liable for any compensate, e.g. accommodation, injury, time related loss, loss of profits or other similar loss;
- 11) damage due to natural disaster or uncontrolled events, e.g. fire, earthquake, storm flood accident, robbery, etc.

7. Payment

7.1 Our invoices are due and payable upon receipt. Invoiced amounts shall bear interest from the due date at the rate of 2% per month, waiving accrued interest, our invoices shall be due and payable within 14 days of the date of invoice, less 2% discount, or net within 30 days of the date of invoice.

7.2 In case the buyer is rally partly in default we shall have the right - without prejudice to our right to claim compensation for any loss caused by default - to cancel any and all contract with the buyer which he has not completely performed after a reasonable time for payment fixed by us, and to demand damages for non-performance.

7.3 In the event that after the execution to the contract we

become aware of factors which diminish the credit standing of the buyer, we shall have the right to make outstanding deliveries under all contracts worth the buyer against advance payment on request of adequate security only. If the buyer fails to meet our request to provide security or to make payment in advance within a reasonable period, we shall have the right to cancel any and all contract with the buyer which have not been fully completed yet.

8. Reservation of Ownership

8.1 Any goods supplied by us hereinafter called goods, subject to reservation of ownership - remain our property until all payments due to us from the buyer for other delivered and services have been made in full. In case payment is made by bill of exchange or check, payment shall be deemed made on the date such bill or check is honored.

8.2 The processing or transformation of any good subject to reservation of ownership within the scope of proper business operations is allowed, provided such processing or transformation is performed on our behalf without binding us and that we are deemed manufacturers. Processed or transformed goods are deemed goods subject to reservation of ownership with the rights of the buyer continuing in such goods. To the extent that our ownership of goods subject to reservation is extinguished due to connection, mingling or mixing of such goods with other things, the buyer hereby agrees to assign to us a co-ownership share in the principal thing equivalent to the proportion the invoice value of the goods subjects to reservation of ownership bears to the total value of the principal thing.

8.3 In case of attachment of any goods subject to reservation of ownership by a third party, the buyer shall inform such third party that we are the owners of the goods and shall notify us promptly of the attachment.

8.4 In case of actions on the part of the buyer which are contrary to the terms of the contract. Especially in case of default of payment, we shall have the right to respond to the goods and the buyer shall at our option be required to surrender the goods invoiced after demand for payment. Claiming ownership as well as an attachment of any article supplied by us shall not be deemed a cancellation of the contract.

8.5 The buyer may sell goods subject to reservations of ownership within the scope of proper business operations, where upon any and all debts owed to him up to the amount of the total sum owed by the buyer to us for any legal reason whatsoever shall pass into our ownership from the beginning. Likewise, any and all rights which the buyer may have under insurance policies in favor of the goods which are subject to reservation of ownership shall devolve upon us. The buyer hereby assigns to us any and all debts owed to him under the residue or insurance of goods subject to reservation of ownership, including all ancillary rights. In so far as the buyer sells or insures goods or stocks in terms of para 8.2 above or goods subject to reservation of ownership together with other goods the debts owned under such resale or insurance are assigned only to the extent of the amounts of the invoice value of the goods which are subject to reservation of ownership.

8.6 The buyer shall have the right to collect in his own name any debts owned to him under re-sales and assigned to us as provided in para 8.5 of these Terms of Delivery and Payment. This authorization to collect debts may be revoked by us in the event the buyer is fully or partly in default under this or another contract with us, or if bankruptcy proceedings have been petitioned for or instituted against his assets, or if he becomes insolvent, or is in breach of his contractual obligations, or if our security interest is otherwise prejudiced.

8.7 If the value of the existing collateral exceeds the total value of the debts owned to us by the buyer by more than 10% we shall be required upon the request of the buyer to release collateral at our option to that extent.

8.8 To the extent that the buyer performs under contracts with his customers in advance of payment of allows his customers to defer payment of the purchase price, he shall reserve ownership of the sold goods on the same terms and to the same extent we reserved ownership with respect to goods supplied to the buyer by us.

9. Cancellation

If the buyer cancels the contract without justification or refuses to perform under the contract, we shall have the right in the individual case, without prejudice to the possibility of proving a higher loss, to demand damages in the amount of 100% of the invoice value any expenditures we may have saved.

10. Confidentiality

Any and all documentation - except advertising material - made available by us to the buyer within the scope of our business connection, including but not limited to working drawings, test reports, program system descriptions and material analyses, are of a confidential nature and shall not be duplicated or disclosed directly or indirectly to third parties without consent.

11. These terms of Delivery and Payment and the entire legal relations between ourselves and the buyer are governed by the laws of Thailand.

12. In the event that any provision of these Terms of Delivery and payment of any provision of other agreements should now be or later become ineffective, this shall not affect the validity of any other provision agreement.