

**TARTLER Zelte AG - Conditions of sale and delivery 2004****1. General conditions**

- a. All orders placed with us shall be subject **only to these conditions** except if otherwise is confirmed in writing. These conditions shall apply also to orders submitted with conditions of purchase not similar to these conditions provided the purchaser does not object forthwith.
- b. **All offers** by the supplier are given without obligation. Orders shall be binding to the supplier after he has confirmed these in writing to the purchaser or has carried out the delivery as mutually agreed without confirmation in writing.
- c. **Any additions, alterations or oral agreements** require our written confirmation before they are considered valid as agreed.
- d. **Any illustrations, drawings, advertising literature etc.** and data contained therein, such as indication of weights or characteristics, shall be considered as approximate details, except where explicitly stated as binding. The supplier reserves the right to vary the design, shape and finish provided this is suitable for the purchaser's requirement and has been agreed accordingly. i. All drawings, designs, structural calculations, quotations and any other documents shall be subject to the legal provisions relating to **ownership and copyright laws**. They shall not be disclosed to third parties.
- e. All prices already include the costs for **certified structural statical calculations** according to strongest german and european safety regulations and type- proofed statics. Costs for an individual approval for erection as a tent book are NOT included and shall be billed separately to self costs. Anyway this individual approval is not necessary up to a ground surface of 100m².
- f. TARTLER tent structures are very popular and famous for their **extraordinary sturdiness and stability**. They have at one's disposal about plenty reserves of security. For this reason they are ideally suited to resist extreme weather conditions like strong wind, rain or winter conditions. Nevertheless we must call your attention, that the structures are statically NOT calculated for underwind or for heavy snow loads. If there is strong wind or storm all side awnings have to be closed. In the case of snow the roof must be cleared by hand or by melting the snow by the use of heating systems.
- g. The reason for **condense water** inside the tent structure is NOT depending on the years season. The only reason is a difference between the temperature outside and inside the tent. This problem can only be solved by a professional heating and/or cooling system which guarantees a constantly temperature during the use. Damages which are arising through condens water, in cause of a non- professional heating or cooling behaviour, TARTLER is not responsible.
- h. **Place of settlement for any claims** by the supplier shall be Germany, 64750 Lützelbach/ Haingrund. **Venue of jurisdiction** for both parties shall be Germany, Frankfurt/ Main Chamber of commerce.
- i. Should any one condition of these conditions of contract or any other agreement concluded become invalid, this shall not invalidate the remaining clauses of this contract.

2. Delivery

- a. Supply of goods or services shall be **ex works of Lützelbach**. It is recommended that the purchaser shall examine the goods with regard to their characteristics and entirety at the works. Should the purchaser not inspect and accept the goods, they shall be considered supplied in accordance with the conditions of contract upon their despatch from the works.
- b. The complete tent material will be **ready stacked and bound** in a standard way (wooden beams, EURO- paletts), but not packaged separately. **Special boxes for transportation and storage** for all kind of pvc- canvasses and side panels, doors etc. and **alu- racks for frame parts and parts of the flooring system** could be offered according to your special request. The supplier highly recommend to take this option of special boxes to guarantee a long time high quality and to avoid damages during transportation.
- c. **NEW**. Upon agreement - we only manufacture to order; Manufacturing time is approx. 2 month, and depends on the total volume of order at least; Shipping- and time for erection must still be added
USED. only if available at storage - upon agreement (perhaps instantly)
- d. Should the goods not be collected by the purchaser, the responsibility for the goods shall be transferred to the **forwarding or transport agent** and thereafter – not later than the departure of the goods from the site of the works – they shall become the responsibility of the purchaser, even if a delivery free of charge has been agreed. Any goods advised as ready for collection must be collected immediately.
- e. The supplier shall be entitled **to refuse delivery** in the event that the supplier shall receive any information on the purchaser subsequent to issuing the confirmation of order, if such information is not to the satisfaction of the supplier.
- f. Any framework for marquees or complete marquees may be delivered and erected by the supplier only on condition that the **site of erection has been made safe, level and clear, and is accessible for heavy transport vehicles**. Any periods of waiting or delays incurred, which are not in response to the supplier, (such as caused by insufficiently made-up access roads, etc.) shall be at the expense of the purchaser. Electricity and water shall be made available on the construction site free of charge. The responsibility for casting-in anchors and other steel elements shall be the responsibility of the client.
- g. Prior to commencement of the construction works, the purchaser shall make available to the supplier an **accurate plan of sub- surface electricity, telephone and water supply lines** on the construction site. Should this be neglected, the supplier shall not accept any responsibility for damages.
- h. The purchaser shall ensure **application for building approval** in good time. The purchase contract shall be considered valid, irrespective of the approval being granted by the authorities or third parties. Any alterations or delays incurred due to regulations issued by the authorities shall be at the expense of the purchaser.

3. Periods of Delivery & Erection

- a. All dates and periods indicated by the supplier shall be considered approximate only. The occurrence of „**Force Majeure**“ and other unexpected incidents which may cause the supplier considerable difficulties to deliver or possibly prevent a delivery altogether, shall entitle the supplier to delay the delivery over the period of such hindrance occurring in addition to a suitable period for preparation, without the supplier becoming liable for damages.
- b. This shall also apply in the event of **shortages occurring** in the supply of materials, disturbances of operation, strikes, lock- outs, shortage of staff, shortage or non- availability of transport, blockages or hindrances on transportation routes, regulations issued by the authorities, delays incurred by the examination of structural calculations and application for building approval by the relevant authorities etc. This shall further apply if the above hindrances occur on the part of suppliers or sub- suppliers to the supplier.
- c. **Special WAR – Clause**
Especially in the case of a **war or any other critical safety situation** in front of a potential war in the clients country, both parties have to agree how to realize and finalize an existing contracted project. By considering the safety instructions of German Ministry of Foreign Affairs both parties have to agree on an individual solution. Anyway the Principal will not sent over labours or supervisors to a country in such cases. With this respect the Principal is obliged to reckon the costs for erection immediately which has been content of the LC first.
Especially in the case of war, our forwarding partner will not enter the port of the affected country, however it will either look for an alternative port which is located nearest to the origin port (but not Israel), or it will return back to the port from where it started. In both cases the client has to bear additional costs, which must be calculated separately.
- d. If required, one or two of our erection **supervisors** shall be made available to instruct your personnel staff during initial erection. Any costs incurred, such as costs for travelling and accommodation, erection expenses, shall be payable by the customer. If required, such costs can be quoted as a lump sum and shall be payable together with the purchase price. In addition, a translator shall be made available free of charge to us, if so required during the initial erection.



4. Right of Ownership

- a. All deliveries by the supplier are subject to his without exception. The right of ownership shall not transfer to the purchaser until such point in time as the purchaser has met his obligations to the supplier by cash payment, or upon payment of letters of credit, or upon payment of cheques. This shall also apply in the event that the purchase price for any goods indicated by the purchaser has been paid. In the event of extended payments, the right of ownership by the supplier shall be considered as equity should any demands for payment become necessary for the supplier.
- b. Handling and processing by the supplier shall be under the exclusion of transfer of ownership in accordance with § 950 BGB (Federal German Law) without any obligations on the part of the supplier.
- c. Goods processed shall serve as equity to the supplier to the full amount of the invoiced value of the goods being subject to reservation of the right of ownership. The customer may only be entitled to sell or let the goods which are the property of the supplier during the course of normal business and in accordance with his normal conditions of business, provided he is not in default. He shall only be entitled to or authorised to sell or sub-let said goods on condition that claims due in connection there- with shall transfer to the supplier. He shall not be authorised to issue any other conditions with regard to said goods.
- d. Under no circumstances he shall be authorised to make the goods subject of pawn or transfer ownership as equity. Any dues to the customer deriving from a resale or the sub-letting of the said goods shall be considered transferred to the supplier immediately, irrespective if said goods are passed on to one or several other customers without or after further processing. Should the subject goods be re-sold or sub-let by the customer, either in conjunction with other goods not supplied by the supplier, or without or after further processing, then any claims due shall remain applicable only to the amount of the value of said goods. If requested by the supplier, the customer shall be obliged to indicate to the other party to the contract that the goods re-supplied by him have been purchased under the reservation of the right of ownership and that any claims due are to be transferred to the supplier.

5. Reporting of defects

- a. Defects must be notified to the supplier immediately in writing. Such notification of defects can only be accepted within 14 days of receipt of the goods. Defective goods shall be replaced by the supplier.
- b. The supplier shall accept no responsibility for defects incurred by normal wear and tear or caused by incorrect assembly or damage caused by third parties or improper usage. No liability shall be accepted for errors caused by incorrect indication of data, such as dimensions, drawings, samples etc.
- c. Alternatively, where appropriate, the supplier may offer to the purchaser an acceptable reduction in price. Any other claims shall be settled in accordance with § 320 BGB (Federal German Law).
- d. Thus, any claims for damages, irrespective of the cause, particularly with regard to subsequential damages, are precluded. Settlements shall only be considered upon indisputable and legally determined claims.

6. Prices

- a. Prices quoted in the confirmation of order shall be valid contract prices. Any **value added tax payable** must be added to all above mentioned prices (**net prices**).
- b. All prices quoted above are **ex works** Lützelbach. Freight and transport charges, custom dues and all other costs incurred by export delivery have to be paid by the customer. **"FOB"** (Free on Board) and **"CIF"** (Cost Insurance Freight) have to be quoted as additional costs, because they finally depend on the individual volume of transportation corresponding to each project.
- c. The supplier reserves the right to adjust prices mentioned in the offers after a period of 4 months in the event that variations occur in the price or raw materials (including prices from sub-suppliers), wages, transport, taxes, overheads or other costs which may have a direct effect on the goods ordered.

7. Conditions of payment

- a. **Payment:** 100% upon **irrevocable documentary letter of credit ("LC")** in our favour, to be issued to our house-bank. Manufacturing process will only be started after receipt of this LC. Such documentary letter of credit must authorise payment of **60%** of the total amount of order upon placement of order against receipt. The remaining **40%** must be authorized to be paid 60 days after receipt of contract order. Both payments will be re-secured by a bank guarantee.
- b. Payments shall be made in cash. „Cash payment“ shall be understood to be payment of cash, or bank transfers.
- c. Should the liquidity situation of the purchaser deteriorate after delivery of the goods, or should payments be in arrears, or should due letters of credit not be honoured, all outstanding monies shall become due immediately to the supplier.
- d. Normal bank interest rate shall be levied on all overdue payments with effect from the due date, and in any event a minimum charge shall be applied of 1% of the invoiced amount for each month commenced, without any prior notification of delay being issued.