

WILITEC GENERAL TERMS AND CONDITIONS

Version 1.0 dated October 1st, 2013.

Applicable to WILITEC Worldwide.

1. DEFINITIONS

In these Conditions "equipment" and "services" are deemed to mean any materials, spare parts or consumables or activity or knowledge supplied by WILITEC by virtue of contract and "Client" denotes any legal entity or person with whom a contract to supply exists with WILITEC.

2. WILITEC EQUIPMENT GUARANTEE

WILITEC guarantees all quoted equipment and materials delivered for a period of twelve months from ex-works delivery against any and all design, materials and manufacturing defects.

In case of identification of a fault, WILITEC is to be notified immediately, but in any case within 14 days by facsimile, e-mail or otherwise in writing concerning the nature of the defect. Upon agreement of defect being subject to guarantee, WILITEC will repair defects free of charge on ex-works conditions. Expenses which are not related to the repair of design, materials and manufacturing defects, like, but not limited to, travel and related expenses, flight tickets, hotel charges, etc., will be for account of the Client. Alternatively upon agreement with WILITEC prior to the commencement of repairs the Client may be reimbursed against costs of necessary local repairs by a vendor approved by WILITEC to a level agreed to with WILITEC or WILITEC may choose to replace the equipment wholly.

This guarantee is subject to the following:

- The Client has accepted and paid for the equipment and materials in question.
- The defect concerned is not due to, nor related to, operational, transportation, storage or other traumatic damage.
- The defect concerned is not related to equipment wear-and-tear.
- The equipment has not been modified, altered, or in any way affected by changes not authorized by WILITEC
- WILITEC retains the right to inspect (also using appointed agents) the equipment prior to acceptance of guarantee liability.
- The equipment concerned has been used according to WILITEC instructions and within WILITEC operation specifications. In case WILITEC has reasonable suspicion of incorrect use, evidence to the contrary is to be provided by the Client.
- The equipment concerned has been maintained according to WILITEC maintenance procedures using WILITEC listed spare parts, or otherwise WILITEC approved spare parts and consumables. The evidence hereto is to be provided by the Client.
- The Client will remain responsible for all transport and associated costs for equipment movement to and from the nearest WILITEC location where required.

3. EXCLUSION OF TERMS

3.1 All statutory and other warranties, conditions and terms as to the quality of the equipment supplies, or as to their fitness for a particular purpose, are excluded save as is provided herein.

3.2 WILITEC is not bound in any way by any information (or inference) or commitment regarding the equipment and/or services provided by WILITEC or any authorized agent of WILITEC (i.e. in brochures, specifications and other general information and documentation), unless such information, inference or commitment forms part of the agreement or these conditions.

4. LIMITATION OF LIABILITY

4.1 WILITEC shall not be liable for any damages to or malfunction of the equipment insofar as coverage is not provided by the guarantee as provided for in these conditions.

4.2 WILITEC shall not be liable for any consequential or associated losses or damages arising from (the transport or use of) the equipment and/or services provided by WILITEC (in the broadest sense), nor from any damages or injuries sustained by third parties arising from any incident associated with (the transport or use of) the equipment and/or services provided,

including incidents involving negligence on the part of WILITEC or any of her agents, whether related to malfunction or incorrect use of the equipment and/or services.

5. EQUIPMENT AND/OR SERVICES DELIVERY

5.1 Commitment to equipment or fabrication will only be made upon receipt of the Client's original purchase order and 30% prepayment. Equipment will be released by WILITEC after receipt of signed release note by the Client. Or the Client's nominated inspector, and the remaining 70% payment. Section 6.4 is applicable.

5.2 In execution of the contract, WILITEC will provide reasonable resources to ensure timely and correct execution of the required work within the delivery time (if any) provided for in the contract. However, liability is excluded regarding any damages in respect of or arising directly or indirectly from any product or service not being provided within the stated delivery time by WILITEC.

5.3 All orders from Customer are subject to final acceptance by WILITEC and to the conditions set out herein. Terms and conditions set forth in Customer's order shall be null and void unless specifically accepted by WILITEC in writing. Performance by WILITEC pursuant to order of Customer shall not constitute acceptance by WILITEC of Customer's terms and conditions.

5.4 All sales are "Ex Works" which means WILITEC fulfills its obligation of delivery when it has made the good available at its premises (i.e. works, factory warehouse, etc.) to the Customer, unless otherwise stated, and such shall constitute full and final delivery on the part of WILITEC as provided in INCOTERMS. The trade terms "Ex WILITEC", "FCA", "FOB", "FAS", "CIF" and any other similar terms regarding transportation shall be interpreted according to the most recent revision of INCOTERMS and shall be regarded only as statements of price of goods. In all cases, risk of loss or damage shall pass to the Customer upon delivery of the goods by WILITEC to the first carrier. In "FAS" sales, Customer shall provide a place for delivery of the goods immediately upon their arrival at the specific port or dock. Delivery terms for "CIF", "C&F", "FAS", "FOB" or charges for export boxing, quoted on request.

5.5 Shipping dates or delivery dates quoted are estimates. WILITEC shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of WILITEC or the manufacturer

5.6 Inspection of the goods by Customer is to be made at WILITEC'S works and at Customer's expense and such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing the Customer. If the Customer requires expeditors, inspectors and/or agents, WILITEC will make available personnel to assist the Customer's expeditors, inspectors and/or other agents during normal working hours at WILITEC'S works and charges for WILITEC'S personnel will be added to the price quoted for the products, supplies and materials.

5.7 No alterations in specifications or changes either for total quantity, delivery, mechanical, chemical or other details may be made without written consent of WILITEC and adjustment or confirmation of prices.

6. PAYMENT, RENTAL, TAXES AND OUTSIDE SUPPLIERS

6.1 Unless otherwise agreed to in writing prior to acceptance of the contract, all pricing for equipment and/or services delivered and all payments will be in US Dollar (US \$).

6.2 The equipment will remain the property of WILITEC until the total amount invoiced has been paid, whether release of the equipment has taken place or not, unless otherwise agreed in writing. The Client will be fully liable for all damages and other costs in the meantime.

6.3 Unless otherwise agreed the following schedule will be applicable to invoicing: 30% of the contract value will be due at receipt of Client's purchase order, 70% of the contract value will be due at works completion. Upon receipt of these funds (30% + 70%) the equipment will be released.

6.4 Only if agreed in writing, invoices can be paid after a certain agreed payment term.

6.5 Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event WILITEC employs an attorney for collection of any account, Customer agrees to pay WILITEC'S reasonable and necessary attorney fees, but in no case shall the attorneys fees be less than 30% of the unpaid account, plus all collection and court costs. If the Client fails to pay any amount due in the manner described above, he shall be in default without prior notice of default. If the Client remains in default with any payment, and other claims from WILITEC on the Client shall be immediately due and the default becomes effective also with respect to those other claims, and without notice of default.



6.5 If applicable, rental charges commence when equipment leaves the WILITEC service base point (point of origin) and continues until returned thereto. If equipment is shipped, carried to or from the lease location, cost of freight will be paid by customer, or re- charged to Customer at WILITEC'S cost price +15%. Cost of restoring rented equipment to first-class condition after use will be charged to Customer.

6.6 Personnel charges will start from the date of departure from their home base until the date of return to their home base.

6.7 Where it is necessary for WILITEC to utilize suppliers, Customer shall pay WILITEC the supplier's price for the merchandise or service, plus a handling charge of twenty percent (20%), or higher if provided in an applicable price list.

6.8 All prices are exclusive of any federal, state, local, sales, use, excise or similar taxes imposed on the sale or use of the services, equipment, product or material listed, which taxes will be added to quoted prices where applicable. Over and above WILITEC costs Customer shall pay any appropriate taxes, including any withholding tax, which may be applicable.

7. CLIENT'S INSTRUCTIONS, SPECIFICATIONS, DRAWINGS ETC.

7.1 Where goods are manufactured or supplied or work is executed in accordance with instructions, specifications, drawings, particulars, patterns or models supplied by or on behalf of Client or prepared to these requirements, the following subsections are applicable.

7.2 WILITEC accepts no responsibility for the suitability, safety, correctness nor accuracy of the aforesaid instructions, etc., nor for the suitability, safety, correctness or fitness for purpose of any resulting equipment and/or service.

7.3 If WILITEC considers the design, materials or manufacturing process to be inadequate or impractical to comply with the contract, WILITEC reserves the right to cancel the contract. In such an event, the Client will be held responsible for any and all equipment and/or services supplied or manufactured and for any work done pursuant to the contract.

7.4 The Client is to obtain at his own expense any necessary license or consent in respect of patent rights, copyrights or trade marks and is to indemnify WILITEC against all liability, claims, damages, costs and expenditure whatsoever arising from or in respect of any infringement of patent rights, copyrights or trade marks or passing off occasioned by or resulting from compliance with the Client's express or implied instructions.

7.5 WILITEC reserves the right to change or modify the design of any WILITEC products, supplies and materials without obligation to furnish or install such changes or modifications on products previously or subsequently sold.

8. CARRIAGE CHARGES, LICENSES, PERMITS, INSURANCE

8.1 Unless otherwise provided in the contract, all equipment and/or services shall be delivered by WILITEC ex- works. The client shall be responsible for the carriage and associated insurance for all equipment, and the travel and related expenses for personnel providing services, including the costs of any required license, permit or consent related to the supply, transport, export or delivery of the equipment and/or services. In the event of these costs being incurred by WILITEC on behalf of the Client, these payments shall be additional to the contract price of the equipment and/or services and subject to the same conditions.

8.2 If any such license, permit or consent is not obtained or is delayed so as to prevent shipment or delivery of the contractual equipment and/or services, the Client shall remain liable for payment of the equipment and/or services as per the date of ex-works release. In the event of cancellation of shipment due to the inability of the Client to procure the required permits, the Client will pay for any equipment and/or services available for delivery or shipment pursuant to the contract.

9. RESCISSION

Under no circumstances shall the Client lay a claim to rescission and/or termination of the contract between the parties hereto, unless otherwise agreed in writing.

10 CONFIDENTIALITY

10.1 Information regarding WILITEC'S services, equipment, products and materials will be held in confidence by Customer and may be released to others only upon written approval of WILITEC or where required by federal, state or local laws, regulations, rules, orders or to be used as evidence in court involving the services, equipment, products or material provided.

10.2 All plans, specifications and like material, attached hereto or furnished herewith, are now and shall remain the exclusive property of WILITEC. Customer hereby agrees to receive such materials with the understanding that the features and all



aspects of all designs, drawings, engineering data and other technical or proprietary information will be kept confidential. No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of WILITEC, signed by one of its officers.

10.3 WILITEC considers all drawings proprietary information and will only provide general arrangement drawing, hydraulic, pneumatic, and electric schematics, and a parts list. WILITEC does not provide manufacturer's information but limits this to WILITEC part numbers.

11. APPLICABLE LAW AND JURISDICTION

11.1 This contract (in the broadest sense) is governed exclusively by Singapore law. Any dispute arising between the parties hereto under or in connection with the contract shall be brought before the court of Singapore.

The validity, interpretation and construction of these terms and conditions shall be determined by the laws of the jurisdiction where the services are performed or the equipment, products or materials are delivered.

11.2 WILITEC reserves the right to terminate its services at anytime if, in its opinion, conditions pertaining to the work ordered make termination advisable. Customer shall pay WILITEC its prevailing charges for equipment, products and materials furnished and services performed, regardless of result and even though the services have been terminated.

11.3 WILITEC shall not be responsible for any delay or non-performance due to governmental regulation, labor disputes, war or war-like actions, civil disturbances or riots, weather, fire, natural disasters, or any other causes beyond the reasonable control of WILITEC.

12. APPLICABLE CONDITIONS Under no circumstances shall any standard conditions employed by the Client apply. These standard conditions shall prevail at all times and under all circumstances. A prior referral to standard conditions by the Client shall deemed to be null and void.