

Terms and Conditions of Sale, Delivery and Payment for Amann Bangladesh Limited

Dated January 2016, Page 1 of 1

The following General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively to all bids we make and to all contracts entered into with us, including future bids and contracts. We hereby definitively reject the application of general terms and conditions of business of the customer even if we fulfill an order despite knowledge of the general terms and conditions of business of the customer. Deviations need to be agreed upon in writing.

1. Quotation and concluding a contract

1.1 All quotations are non-binding, in particular with respect to the pricing and delivery possibility. All agreements reached between ourselves and the customer with respect to executing a contract must be made in writing either in an –e-mail or through official letter. If the order is not especially confirmed the invoice shall be deemed to constitute the order confirmation. Quantities and indications of weights are only approximate.

1.2 We may correct obvious errors and mistakes made in quotations, order confirmations and invoices. No legal entitlement can arise on the basis of information provided in error which obviously contradicts other sales documentation.

1.3 The Customer shall provide us with a confirmed irrevocable Letter of Credit (LC) or Sales Contract and Utilization Declaration (UD)/Import Permission (IP) against the Proforma Invoice (PI) on or before execution of the order to our manufacturing end.

The LC shall include the confirmation by the LC issuing bank that the bills presented shall be accepted within seven days from the date of its receipt and paid on maturity date.

2. Prices and Payment conditions

2.1 Unless otherwise agreed the prices as shown on our price lists in effect on the date of delivery shall apply. This also applies to partial deliveries. Prices are in US Dollars (USD).

2.2 Unless otherwise stated on the order confirmation, the invoice value must be paid on the maturity date at the latest in USD-as stated in the confirmed irrevocable letter of credit (L/C). In case of default the appropriate laws shall apply. Any discounts must be agreed upon in writing.

2.3 Amann Bangladesh will prepare a Commercial Invoice (CI) either after the full delivery or partial delivery. As stated in the terms of the LC, the CI will be submitted by Amann Bangladesh to the Customer bank along with other banking documents for the acceptance of the Customer and the Customer Bank in order to receive the maturity date.

3. Delivery

3.1 Finished goods shall be delivered on or before the expiry date of shipment mentioned in the LC/Sales Contract. Date of shipment may be changed if agreed by both parties.

3.2 In case of unavoidable circumstances like political or social unrest, road blockade, natural disaster etc. (force majeure), the agreed delivery time may not be possible to maintain. In this situation, we will inform the Customer as soon as possible and the Customer will be informed about a revised delivery date. In case of force majeure the Customer is not entitled to any direct or indirect damages.

3.3 VAT invoice (if applicable), delivery note/packing list/commercial invoice and delivery invoice shall be provided with the physical delivery of the goods.

4. Warranty, Notice of Defects

4.1 As part of the constant process of improvement we reserve the right to make changes in production or design that do not affect the quality or value of the goods and do not constitute a defect, especially if the article conforms to the AMANN standard specification or the Customer specification even if the article has not been released by the Customer, despite an express demand that he do so.

4.2 We accept no responsibility for damage arising through unsuitable or improper use or processing, and in particular we assume no liability for damage caused by the sewing process itself.

4.3 In case of justified complaints we undertake to deliver defect-free replacement goods within a reasonable period. If no subsequent performance is effected within a reasonable period, the customer may be entitled to demand a reduction in the purchase price or, albeit only in case of considerable defects, to claim damages in lieu of performance and/or to rescind the contract. No extended deadline has to be set by the Customer if we refuse subsequent performance or if we cannot be reasonably expected to effect subsequent performance, or if a delivery date firmly agreed has elapsed.

4.4 The Customer may be entitled to claim damages in lieu of performance or to claim compensation for expenses only if the defect was due to intent or gross negligence on our part. Claims for consequential damages are excluded.

4.5 Complaints concerning obvious defects must be filed with us immediately after delivery of the goods. Following expiration of a 3 days period after receipt of the goods by the Customer, the goods shall be deemed accepted at any event. No objections may be raised with respect to customary commercial deviations or to minor unavoidable technical deviations in quality, color or finishing. Complaints relating to concealed defects must be raised with us immediately after discovery thereof. Complaints which are filed late according to the provisions of this Section cannot be taken into consideration.

4.6 The Customer is obliged to document defects in goods that oblige him to recover goods on-sold by the Customer. For all claims the Customer is obliged to provide us with its own documentation and that made available to him by its own customers. The Customer is obliged to pass this documentation obligation on to its own customers unless they are final consumers.

4.7 Claims regarding subsequent performance by the Customer shall become time-barred 12 months after the passing of the risk.

5. Reservation of title

5.1 We retain title in the goods delivered pending payment of all our claims against the Customer under the business relationship including future claims and claims from contracts entered into simultaneously and at a later date.

6. Place of performance, jurisdiction and venue

6.1 The place of performance for our deliveries is at the registered office of our company or at a distribution warehouse determined by us. The place of performance for payment is at the registered office of the company.

6.2 Any disputes arising from or in connection with any order shall be settled through friendly consultations between the parties. In case no settlement can be reached through consultations any litigation arising from or in connection with any order or any other aspect of the contractual relationship between the Customer and us shall be submitted to the exclusive jurisdiction and venue of the competent court at the place of registration of Amann Bangladesh. If appropriate, we are entitled to take legal action at the registered office of the Customer.

6.3 All disputes shall be bound by and construed in accordance with the laws of Bangladesh.

7. General provisions

7.1 We are entitled to process and use the personal data of the Customer arising in connection with the contractual relationship to the extent prescribed by law and in order to maintain our business relationship. The Customer waives separate notification of the initial storing of personal data.

7.2 If one of the provisions contained in our General Terms and Conditions of Sale, Delivery and Payment is determined to be invalid under law, this shall not affect the legal validity of the remaining provisions.

AMANN Group dated: January 2016