

**GENERAL CONDITIONS OF SALE AND DELIVERY OF  
CC-CONCEPTS LTD**

**1. SCOPE OF VALIDITY**

1.1. These general conditions of sale and delivery of CC-Concepts LTD, hereafter called CC-Concepts, apply to all sales and deliveries as well as all associated business transactions and other services to the parties to the contract, hereafter called clients.

1.2. Changes and additions to these conditions of sale and delivery as well as recognition of the client's conditions of purchase come into effect only with the specific written acknowledgement of CC-Concepts.

**2. INITIATION AND CONCLUSION OF THE CONTRACT**

2.1. In the absence of another agreement, the offers made by CC-Concepts are subject to alteration, are not binding, and are applicable subject to an intermediate sale.

2.2 Commissions and orders only become binding for CC-Concepts when the latter has acknowledged them in writing and then only under the conditions mentioned in this statement. Similarly, telegraphic, telephonic or oral additions, modifications or additional agreements of commissions and orders come into effect only with the written acknowledgement of CC-Concepts.

2.3. The technical and commercial details and information in catalogues, brochures circulars, notices, diagrams, samples, price lists, etc. are only valid if they are explicitly included as part of the contract in the acknowledgement of the order.

2.4. All of the information and documentation concerning the offer and decision which are made available to the client in the course of the initiation, conclusion or execution of the contract, in particular photocopies, models and product descriptions which are either written, spoken or drawn, remain the property of CC-Concepts and are to be kept confidential.

2.5. The client is obliged – at his own expense and in good time – to take care of the import licenses and permits and the other permits or certificates in civil and public law which are necessary for the performance and execution of the contract. Proof of origin can be made available on request, subject to the issuing of such by the relevant authority.

**3. TRANSFER OF RISK**

3.1. Insofar as the acknowledgement of order does not state anything else, the contract is fulfilled at the delivery site of the manufacturer. On the day on which the goods are to be ready and collected, all risks concerning performance and price are transferred to the client.

3.2. CC-Concepts shall notify the client in good time of the date on which the goods will be ready, so that the client can take the usually necessary precautions in accepting the goods.

3.3. In the case of a trade clause stipulating free delivery to the places of destination, dispatch or shipment etc., the risks concerning performance and price are transferred in any case to the client on the acceptance of the goods by the first carrier.

3.4. CC-Concepts is obliged to effect an insurance only if and as far as this has been agreed upon in writing.

3.5. The applicable version of INCOTERMS are to be used for the interpretation and addition of other agreements on delivery and liability. In the case of further ambiguity, the risk transfer to the client will take place in any case when supplying the goods at the place of fulfillment or when dispatching them.

**4. DELIVERY AND DELIVERY DIFFICULTIES**

4.1. The term of delivery is to be set for each individual delivery.

4.2. It begins with the date of the acknowledgement of the order and the fulfillment of all the technical, commercial, legal and financial conditions and preliminary requirements incumbent upon and to be fulfilled by the client, in particular an agreed advance payment and/or the notification of the opening of a letter of credit.

4.3. CC-Concepts is entitled to carry out partial and preliminary deliveries, having notified the client in advance.

4.4. If delivery is delayed through circumstances on the side of but not caused by CC-Concepts, an appropriate extension (at least 4 weeks) of the original term of delivery is to be granted. An adequate extension of the term of delivery accrues especially if the client does not fulfill his obligations or if delivery is delayed by unforeseen or unusual events at CC-Concepts or ancillary suppliers. In extra and special production cases, the extension is at least 8 weeks.

4.5. In the case of a delay caused by CC-Concepts, the client can decide to demand fulfillment or, if an extension corresponding in length to the above-mentioned term is set, the client may declare withdrawal concerning all goods not yet delivered as well as those which have been delivered and which cannot be used as such by the client. Goods which have already been delivered but cannot be used must be sent back by the client to CC-Concepts. Payments already made are to be returned to the client; gross negligence on the part of CC-Concepts results in the obligation to indemnify the client for the damage resulting from non-performance.

4.6. Claims in the case of delay, other than those already mentioned, are invalid.

4.7. Should the client not accept the goods delivered as in the contract at the agreed location or time, and if the delay in delivery is not caused by an action or omission by CC-Concepts, the latter may either demand fulfillment or, if an appropriate extension is set for compensation, declare withdrawal from the contract. However, in the case of extra and special productions, the client is obliged to accept in any case. If he refuses to accept, he is liable to pay the agreed round-figure indemnity which amounts to the buying price and is not subject to the judge's right of reduction.

4.8. Moreover, at the beginning of a purchasing delay and after the goods have been separated, CC-Concepts can store these at the client's risk and expense and can demand payment of the purchase price by the client. The client has to refund CC-Concepts all expenses resulting from the acceptance delay and its consequences. All other claims for compensation by CC-Concepts remain unaffected.

**5. PRICES**

5.1. In absence of another agreement, prices are ex-works in Germany and do not include expenses for packing, shipment, insurance and transport. If the place of fulfilment of the contract is not the delivery site

**6. PAYMENT AND DEFAULT**

6.1. Payment procedures correspond firstly to the content of the acknowledgement of order and all other written individual agreements exceeding the acknowledgement of order. If neither the acknowledgement of order nor other written correspondence includes such stipulations for the individual case, the following is valid:

50% net payment within 10 days after acknowledgement of order. The term of the delivery deadline begins after receiving the pre-payment.

40% net payment within 8 days with notice of ready for dispatch

10% net payment within 8 days of the invoice date

6.2. The client cannot clear payment obligations by setting them off against claims vis-à-vis CC-Concepts. In particular he is not entitled to retain or set off due payments because of incomplete deliveries or because of existing guarantee or warranty claims.

6.3. If the client delays in part or whole in his payment or preliminary provision or secondary obligation which is to be fulfilled by him, CC-Concepts, having granted an appropriate extension, can declare withdrawal from the contract, insist on fulfillment of the contract and demand immediately the purchase price in full, as well as postpone all of its own services or partial services until the entire purchase price has been paid.

6.4. As soon as the delay begins, CC-Concepts is entitled to charge the client without further notification with default interests of 5% above the legal bank rate of the New Zealand National Bank.

6.5. In the case of delay in payment the client undertakes to refund CC-Concepts all occurring costs, expenses and cash expenses, under which title whatsoever they accrue and which are caused to CC-Concepts by the pursuance of its legitimate claims, in particular also the collectively agreed costs of charging an authorized collection agency.

6.6. If partial deliveries have been agreed and the client delays the payment of a partial delivery, CC-Concepts can declare withdrawal on account of the partial delivery concerned as well as all services still outstanding.

6.7. The withdrawal by CC-Concepts requires the complete repayment of services provided and entitles CC-Concepts to claim full compensation for damage. In particular, CC-Concepts is entitled to demand the return of goods already delivered, at the expense and risk of the client. Any devaluation in the goods accrued in the meantime is to be borne by the client. Finished and semi-finished goods which have not yet been delivered can be made available to the client at his own risk, on stipulation of the proportionate purchase price and, in the case of a delay in acceptance, can be made available at the client's expense and risk in his own or rented warehouses. In doing so, CC-Concepts is released from further contractual obligations.

**7. RESERVATION OF OWNERSHIP**

7.1. The goods remain the property of CC-Concepts until the purchase price as well as all additional costs and incidental expenses have been paid in full.

**8. WARRANTY AND NOTICE OF DEFECT**

8.1. The client orders the goods himself and knows the type and amount of goods. CC-Concepts is therefore neither liable for a certain feature nor for the suitability of the goods for a particular purpose.

8.2. The warranty term begins with the delivery of the purchase good by CC-Concepts. The warranty term for the joinery and welding assembly is 3 years; the warranty term for the appliances depends on the data of the respective manufacturers. The warranty terms for spare parts is in all cases 6 months from their delivery, and also in case of a repeated claim of warranty at the most the scope of supply provided at the first claim is owed.

8.3. Claims on the warranty are to be asserted without delay by means of registered letter or by fax, followed by a written statement describing the faults in as much detail as possible, and are to be accompanied by a copy of the invoice and the statement of acceptance. The postal mark is used to prove the timeliness of the complaint. If the client is partially or wholly in arrears for services, or particularly payments which must be provided by him, CC-Concepts can refuse the claim on the warranty.

8.4. If the client duly asserts a claim of warranty, CC-Concepts will itself or through its contractual partners produce the goods in the condition stipulated in the contract within the appropriate term in the most suitable of the following ways:

- a) Delivery of replacement parts or goods
- b) Repair of the faulty goods on location or after their return to the delivery site of the manufacturer.
- c) Reduction in price if the defect does not prevent the normal use of the goods.

8.5. If it is necessary to return the defective goods due to the delivery of a replacement or due to a repair to be carried out with the manufacturer, the expense and risk of returning the goods are to be borne by the client in the absence of other agreements. Replaced goods or parts of goods are to be handed over to the manufacturer.

8.6. The obligation under a warranty is valid only for faults occurring in observance of the intended conditions of operation and with normal use. Therefore, it does not cover particular faults caused by:

- a) Improper installation and set-up which does not correspond to the accompanying instructions by the client or his agents.
- b) Improper repair work carried out by the client or his agent
- c) Inobservance of the licensing regulations, instructions for use, the delivery site's regulations on the treatment of the goods being delivered, the safety regulations as well as other instructions concerning the delivery, installation, start-up and normal use.
- d) Natural operational wastage or wear as well as force majeure.

## **9. LIMITATIONS OF LIABILITY**

9.1. CC-Concepts makes it known that the goods delivered offer the expected level of security and functional ability only with the strict observance of and complete compliance with standards, licensing regulations, security regulations, instructions for use and other regulations, notices and instructions provided by the manufacturer on installation, start-up and function of the goods delivered.

## **10. FINAL CONDITIONS**

10.1. Nelson is the place of jurisdiction for all legal disputes concerning the agreement as well as all business transactions within this agreement. However, CC-Concepts is entitled to resort to the court competent for the registered office of the client. New Zealand Law is applicable.

10.2. The ineffectiveness of one stipulation of this agreement does not affect the validity of the others. Rather, the ineffective stipulation is to be replaced on the principles of good faith by an effective stipulation which most possibly comes closest to the commercial success aimed at with the ineffective stipulation.

10.3. The agreement of the UN on contracts concerning the international purchase of goods (UNCITRAL – United Nations Commissions on International Trade Law) applies as far as the present General Conditions of Sale and Delivery do not explicitly provide other stipulations to the contrary.