

CONDITIONS OF SALE

These Conditions of Sale will apply to all offers made by, orders placed and agreements concluded with the selling company mentioned in the relevant offer, order or agreement ("Seller") in relation to the sale of materials as described therein.

CHARGE ORDERS

1. **Prices**
Prices for the materials sold under this agreement shall be Seller's prices in effect on the date of delivery, unless otherwise agreed in writing. Buyer will also pay any applicable taxes. If payments are not made on time, or if Seller has reason to believe that Buyer has unsatisfactory financial responsibility, Seller may require cash in advance or other payment terms, suspend shipments, or cancel this agreement. Seller reserves the right to charge late payment fees and/or interest at prevailing rates on delinquent payments. Buyer shall be responsible for Seller's reasonable attorneys' fees and costs incurred in connection with any breach by Buyer of this contract.
2. **Limited Warranty**
Seller warrants that the materials will meet its written specifications. Seller also warrants that it has good and free title to the materials. The period of warranty shall be six months. SELLER MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER RESPONSIBILITY, EXPRESS OR IMPLIED REGARDING THE CONFORMITY OF THE MATERIALS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES, UNLESS SPECIFICALLY AGREED TO IN WRITING. ANY STATEMENT OR WARRANTY IN REGARD TO FITNESS FOR A PARTICULAR PURPOSE, FEATURES NOT COVERED IN THE SPECIFICATIONS OR MERCHANTABILITY MAY ONLY BE RELIED UPON BY BUYER AND WILL ONLY BE BINDING ON SELLER IF CONFIRMED FOR THE RELEVANT MATERIALS IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
3. **Inspection; Limitation of Liability; Buyer's Remedy**
Buyer must promptly inspect the materials upon their delivery and must notify Seller in writing of any claims within 20 days of their date of delivery. Seller's maximum liability and Buyer's sole remedy in the event of delivery of materials that fail to comply with the Limited Warranty, or for any other breach by Seller under this agreement, or a claim under statute, is a refund of the purchase price or, at Buyer's option and subject to availability, supply of replacement materials, freight charges to be borne by Seller. No claim against Seller or producer shall be made or allowed or credit given for materials returned without prior authorization of Seller. Seller shall under no circumstances be liable for consequential damage (including but not limited to loss of profits, loss of turnover, loss of reputation and loss of goodwill), exemplary or punitive damages in the event of a nonconformity, non-delivery or non-timely delivery of material.
4. **Technical Information; Hazards and Precautionary Procedures**
Any technical information or assistance Seller or its affiliates provides is given and accepted at Buyer's risk and is not a warranty or a specification. Buyer agrees that it will familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation or use of the materials or products made in whole or in part from the materials, and the containers in which such materials or products are shipped, and will manage the materials, products and containers accordingly. Buyer will forward any product safety information provided by Seller or its affiliates to Buyer's employees, to all others who handle the material, and to its customers. Buyer agrees to indemnify Seller for any claims made against Seller or its affiliates and for associated damages and expenses (including reasonable attorneys' fees and expenses), to the extent caused by Buyer's failure to familiarize itself with such hazards and precautionary procedures, to manage accordingly, or to forward such information.
5. **Quantity**
On bulk marine vessel shipments, claims may not be made for shortages of less than 1.0% of the net weight. On bulk tank trucks, bulk tank cars, or packaged shipments, claims may not be made for shortages of less than 0.5% of net weight. Delivery of within 10% of the quantity requested shall be accepted by Buyer as complying with the order, although Buyer must pay for only the quantity actually delivered.
6. **Force Majeure; Governmental Actions**
Neither Buyer nor Seller shall be liable for failure of such party to perform under this agreement where such failure is caused by war, fire, accident, strike, labor trouble or shortages, failure of suppliers or sub-contractors, delays in transport, equipment breakdown, governmental laws, regulations, orders or decrees (including those relating to environmental matters), unavailability of materials, containers or transportation, or acts of God or other causes beyond such party's control, and upon the occurrence of any such event, Seller may allocate any available material among its customers and affiliates without such allocation constituting a default hereunder. If a governmental action substantially affects Seller's right to set prices or transportation terms, Seller may terminate this agreement on 30 days' notice.
7. **Title**
Unless otherwise agreed in writing or indicated on the face hereof or elsewhere in this agreement and/or invoice, terms of delivery and title passage shall be FCA Seller's production facility (Incoterms 2010). Seller shall retain title to all materials delivered or to be delivered to Buyer until Seller has received payment in full of the purchase price of all materials, the fees for any work done in relation to such materials and any costs or damage resulting from a breach by Buyer of its obligations in regard to the sale of any materials.
8. **Discontinuance**
Seller reserves the right to discontinue deliveries of any material the manufacture, sale or use of which, in its opinion, would involve patent infringement. Seller has an anticounterfeiting policy and reserves the right to discontinue the sale of products to a Buyer adjudicated of counterfeiting trademarked goods. Seller, or producer of the material, reserves the right to discontinue the production and sale of any product subject only to fulfilling outstanding agreements.
9. **Miscellaneous**
All orders are subject to written acceptance by Seller. The agreement between Buyer and Seller consists only of the terms of this document and any attachments hereto. Any modifications must be in writing and signed by both parties. A waiver by Seller with respect to any breach by Buyer shall not constitute a waiver of any other breach. This agreement will be governed by Lithuanian law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Incoterms 2010 shall apply. No oral understanding, representation or warranty shall be of any effect. Unless otherwise agreed in writing all disputes shall be submitted to the competent Lithuanian court. This clause shall not preclude Seller from its right to submit a dispute to any other competent court.
10. **Assignment**
This agreement shall not be assigned in whole or in part by the Buyer without the written consent of Seller. Notwithstanding anything contained herein, Seller may freely assign, in whole or in part without the consent of Buyer, its rights and obligations hereunder to any purchaser of substantially all of the assets or business relating to this agreement, or to any successor in interest by operation of corporate reorganization, merger, consolidation, spin-off or restructuring.
11. **General provisions**
All legal relations between us and the buyer shall be governed by and construed solely in accordance with the laws of Lithuania to the exclusion of the CISG convention (United Nations Convention on Contracts for the International Sale of Goods). The place of performance for the delivery shall be the place of delivery. The place of performance for payments and the place of jurisdiction and venue for any and all conflicts arising under or in connection with this contract is Klaipeda, Lithuania. We shall, however, be entitled to institute proceedings for satisfaction of our claims in the court which has general jurisdiction over the buyer. Should one or more provisions of these Conditions of Sale be invalid in whole or in part, this shall not affect the validity of the remaining provisions. An invalid provision or an invalid part of a provision shall be replaced by a legally valid provision which most closely approximates the purpose intended with the invalid provision by taking due account of the interests of both parties.

NO CHARGE ORDERS

In the event that the materials to be delivered hereunder are samples or are otherwise provided substantially without charge, the following provisions apply in lieu of Sections 1, 2, 3, 5 and 6 above. Seller makes no warranty or representation and accepts no responsibility that the material supplied hereunder is merchantable or that it is fit for a particular purpose. Seller assumes no responsibility for the adequacy of any warning concerning the handling or use of such material or any other matter related to the material, and Seller disclaims any responsibility and liability in regard to the conformity of the material. The person or company to whom this sample is sent will satisfy itself with the features of the materials and their suitability for the intended purposes and assumes all risk and liability whatsoever that may result from the handling and use of the material, singly or in combination with other substances, and whether or not used in accordance with any suggestions or directions of the supplier; and such person or company also agrees to indemnify and hold harmless Seller against all claims and liability (including reasonable attorneys' fees and expenses) arising out of any property or use of the material, or of products made in whole or in part from the material, whether or not the claims and liability can be attributed to the Seller. Seller assumes no liability in connection with the furnishing of the sample or the use of the sample material, and any oral agreements or warranties collateral to or affecting the furnishing of this sample are excluded or superseded by these Conditions of Sale. In no event shall Seller be liable for any consequential damages hereunder (including but not limited to loss of profits, loss of turnover, loss of reputation and loss of goodwill).