

Warranty

Tank Aluminum Cover (seller) warranty period is for 18 months from the date of installation completion or 24 months from ex-works delivery date whichever occurs earlier.

We reserve the right to fulfill our warranty claims at our discretion- by repair, replacement or price reduction.

The Seller warrants that the product will be free from defects in material and fabrication. In case of any defect, the client shall always be required to prove that the defect existed at the time of delivery. The Seller will repair or replace the part or parts in the seller opinion after inspection, which proved defective in material or workmanship within one year from the date of installation. The defective material must be returned to seller's original FOB point (prepaid by the buyer). The seller will deliver replacements for defective products to customer, CIF terms to the destination provided for in the original order. Products returned to Seller for which seller provides replacement shall become property of the Seller.

Tank Aluminum Cover assumes no warranty when accepting repair jobs or for changes or modifications of old third-party services or when supplying used goods. In case that equipment is altered or repaired by the Customer without prior written approval by the Seller or the product is not maintained or stored by customer in accordance with Seller's instructions and specifications, all warranties are void.

For those components of the services that the seller has acquired from suppliers specified by the client, the seller shall only be liable within the framework of the warranty claims to which we ourselves are entitled from the supplier.

The foregoing warranties are in lieu of all other warranties whether oral, written, expressed, implied or statutory. The Seller's warranty obligations and the Buyer's remedies are solely and exclusively as stated herein.

General Sales Terms and Conditions

- I. All material is Ex-Works Tank Aluminum Cover facilities unless otherwise stated. Delivery time will always be related to ex-works terms by Incoterms 2010.
- II. Sales or use taxes, fees or other duties are not included in the prices.
- III. We are not responsible for any loss, damage or delays once the material is beyond the reasonable control of Tank Aluminum Cover, e.g. resulting from such as, but not limited to, strike, differences with employees, wars, riots, civil commotion, holidays, fire, etc.
- IV. The total liability of the Seller on any claim, or otherwise, resulting from the manufacture, sale, delivery, repair, replacement or use of any products or furnishing of any service shall not exceed the price allocable to the product which gives rise to such claim. The Buyer assumes all other liability for any loss, damage or injury to persons. In no case shall the seller be liable for any indirect, special or consequential damages.
- V. Liability by the Seller for indirect and consequential damages, as well as purely pecuniary losses such as, in particular, loss of profits, costs incurred due to loss of production/use, contractual losses, interruption of business, non-realized savings, loss of interest, and damage from third-party claims or any other economic or indirect consequential damage is hereby excluded.
- VI. Tank Aluminum Cover liability for all claims by the client regardless of their legal basis shall be limited to be max. 100% of the relevant P.O. amount.

- VII. The Seller shall not be liable for any delay in delivery or failure to deliver hereunder when delivery has been made impracticable by, but not limited to, fire, embargo, strike, differences with employees, accidents, acts of God, failure or inability to secure materials from usual sources of supply or any other circumstance beyond the Seller's reasonable control.
- VIII. This acknowledgement is expressly limited to and made conditional upon the terms and conditions contained herein and any Buyer's terms and conditions which are in addition to or different from those contained herein are hereby objected to and shall be of no effect.
- IX. All permits, if required, shall be furnished by Purchaser.
- X. It has been assumed the equipment will be clean, gas free, and suitable for "hot work" upon crew arrival, in case that we are involved in installation or supervision.
- XI. We have not included any disposal of waste, hazardous or otherwise. Containers must be furnished by others and disposed of by others. We will place trash generated by work, in containers furnished and disposed on by others.
- XII. In general equipment should meet international standards (API 650 or others). For seals design out-of-roundness survey (verticality study) is recommended.
- XIII. If the products manufactured by Tank Aluminum Cover on the basis of design details, drawings or models from the client, the liability is limited to the information accuracy given by the client.
- XIV. Our designs and drawings are protected by the property and industrial rights. The client shall indemnify and hold Tank Aluminum Cover harmless in the event of any infringement.

Price, Payment and reservation of title

- I. The price of the goods shall be the price set out in the order, the quotation or order acknowledgement.
- II. The Seller may, giving notice to the Buyer at any time up to 10 Business Days before delivery, increase the price of the goods to reflect any increase in the cost of the goods that is due to:
 - Any factor beyond Seller's control.
 - Any request by the buyer to change the delivery date, quantities or types of Goods ordered, or the specification.
 - Any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- III. The Buyer shall pay all amounts due under the contract in full without any deduction or withholding except as required by the law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.

- IV. The services/products shall remain our property until the price and all costs and expenses have been paid in full.
- V. Resale shall only be permitted if we are notified of such in good time in advance with details of the name or company and the precise business address of the purchaser, and if we consent to the sale.
- VI. In the event of an even merely partial payment default, the client hereby in advance consents to our being entitled to collect the services at any time at the client's expense.