

BAUER Spezialtiefbau GmbH - BAUER-Straße 1 - 86529 Schrobenhausen

**BAUER Egypt S.A.E.**  
**Specialised Foundation Contractors**  
**197, 26 July Street**  
**CAIRO-EL MOHANDSEEN**  
**EGYPT**

## Order confirmation 130065849

Page:

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Date:

**26.04.2023**

Project number:

**03A4162000000**

Order date:

Reference number:

**E024/023**

**Customer no.:**  
10003111  
**Incoterms® 2020:**  
CIP Cairo  
**Mode of shipment:**  
airfreight

**Your contact:**

Mail:  
**Delivery period/date:**  
24.05.2023

**Our contact:**

Dieter Herrmann  
Tel.: +498252972054  
Fax:  
Mail: dieter.herrmann@bauer.de

Item	Part-No.	Description	Quantity	QU	Unit Price	Total EUR
10	0001400600	injector line	1	PC	483,90	483,90
	<b>Weight:</b>	0,000 KG		<b>Cust.tarifno.</b>		
20	0001400423	line set	1	PC	445,78	445,78
	<b>Weight:</b>	0,000 KG		<b>Cust.tarifno.</b>		
<b>Sum of items</b>						<b>929,68</b>
<b>Logistic</b>						171,53
<b>Final invoice amount in EUR</b>						<b>1.101,21</b>

Our current terms and conditions for deliveries are exclusively valid for your order and form an integrate part of this contract.

No statement of freight costs until definite package and weight of goods are determined.

Terms of payment: on receipt of invoice

Dispatch specif.:

**Shipping address:**  
**BAUER Egypt S.A.E.**  
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**26.04.2023****BAUER Spezialtiefbau GmbH****This document was made up by machine and is valid without signature.**

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### Terms of delivery of BAUER Spezialtiefbau GmbH (BST) Effective: March 1, 2002

#### § 1 Conflicting general terms and conditions of business

The customer's general terms and conditions of business - even if used at a later date - will become part of a contract only to the extent that such terms and conditions are not in conflict with these terms of delivery, unless specifically approved in writing by BST. Conflicting general terms and conditions of business do not affect the legal validity of the contract. In the event of conflicting terms and conditions the statutory provisions shall apply.

#### § 2 Scope of deliveries

Drawings as well as details on weight, dimensions, consumption and performance shall not be binding unless expressly designated as binding in the order acknowledgement. BST reserves the right to incorporate changes and improvements with respect to design, materials used and configuration provided such changes and improvements do not adversely affect the serviceability of the deliverables.

#### § 3 Prices and payment

1. All prices apply ex works excluding loading and packaging at BST. The prices of spare parts do not include their installation. Value-added tax at the rate valid at the time of delivery will be added to the prices.

2. In the event of deliveries the value of which exceeds EUR 50,000.00 one third of the purchase price shall be payable when the order is placed, one third becomes due upon notification of readiness for dispatch and one third within thirty (30) days of the invoice date. If the value of the deliveries is less payment shall be effected without any deductions within thirty (30) days of the invoice date. A discount of 2% for payment within fourteen (14) days of the invoice date shall be allowed only if expressly agreed upon.

3. If the prices are increased between the contract date and the delivery date BST shall be entitled to payment of the higher prices provided the contractually agreed delivery period is more than four (4) months and there is no delay in delivery on the part of BST at the time of the price increase. If the price increase is more than 20% the customer shall be entitled to withdraw from the contract. If the customer fails to accept the deliverables at the deadline shown in the order acknowledgement the prices valid at the time of delivery shall apply.

4. In the event the customer fails to comply with the terms of payment or in the event of circumstances made known to BST after conclusion of the contract which might raise doubts as to the credit standing of the customer, all receivables of BST become immediately due for payment irrespective of any payment extensions granted or the maturity of bills accepted. In this case BST shall be entitled to perform outstanding services only against advance payment or provision of adequate securities and - after a reasonable period of grace - to withdraw from the contract or to claim damages for non-fulfilment and, without prejudice to the aforementioned rights, to take back the items delivered under reservation of title at the expense of the customer.

5. Retention of payments or offsetting against possible counterclaims of the customer shall be permissible only provided such counterclaims are indisputable or have become res judicata and further provided that the counterclaim is based on the same contractual relationship.

6. In the event of a default in payment interest, in the amount of 8% p.a. above the then current basic interest rate will be charged. BST reserves the right to further claims in connection with the default. The customer shall be responsible for producing evidence showing that BST has not suffered damage at all as a result of the default in payment or that damage was far less than claimed by BST.

#### § 4 Delivery period

If shipment is delayed upon the customer's request BST shall be entitled - after the lapse of a reasonable extension granted - to dispose of the deliverables in another way and to supply the goods ordered by the customer after a reasonably extended period.

#### § 5 Acceptance, transfer of risk and performance

Unless expressly otherwise agreed upon the deliverable is deemed to be sold "ex works", even if BST has accepted delivery "freight paid". The risk passes on to the customer upon loading of the deliverables at BST. At this time delivery is deemed to have been effected. Partial shipments shall be permissible provided this does not adversely affect the use of the deliverables. Complaints with respect to partial shipments do not release the customer from his obligation to accept the residual quantity of the goods ordered in accordance with the contract.

In all cases acceptance shall be at BST immediately after notification of readiness for acceptance. The cost of any experts consulted shall be borne by the customer.

#### § 6 Warranty

1. The customer shall advise BST of any obvious defects within eight (8) days after receipt of the delivery at the latest. If the contract provides for joint acceptance of the deliverable claims in respect of obvious defects shall be made immediately. Hidden defects shall be reported immediately upon discovery, at the latest, however, before the statutory warranty period expires.

If the customer is a merchant § 377 HGB (Commercial Code) shall apply.

2. Where joint acceptance has been agreed, the warranty period shall commence upon acceptance, if actually completed; otherwise the warranty period shall commence upon handing over of the deliverable. For new deliverables the warranty period shall be one (1) year from the date of delivery; however, this does not apply in cases where longer warranty periods are specified by law, i.e. § 438, section 1, No. 2 (buildings and items for buildings), § 479 section 1 (claim of recourse) and § 634a section 1, No. 2 (defects of construction) BGB (Civil Code). In the event of consumer goods sales the warranty period shall be two (2) years.

3. The customer shall be entitled to warranty claims only under the following conditions:

a) If the claim is based on personal or fatal injury, violation of cardinal contractual obligations, product liability or damage attributable to intent or gross negligence, including intent or gross negligence on the part of BST's representatives or agents, the statutory provisions shall apply.

b) BST shall be entitled at its own option to remedy defects in products or services or to deliver a replacement or provide the objectionable service again free of charge. This applies to products or services with defects as to quality detected during the limitation period, provided the cause of the defect already existed at the time of the transfer of risk. BST shall first be given the opportunity to remedy the defect within a reasonable period of time. If, according to the contract concluded on the basis of these terms, BST is not entitled to supply a replacement or if remedying the defect turns out to be unsuccessful despite several attempts at rectification the customer may withdraw from the contract or reduce the purchase price without prejudice to any other claims he may have.

c) Claims for damages to which the customer is entitled as a result of damage to goods other than the deliverables are herewith excluded, unless this would jeopardise the intent of the contract. In any case, however, the amount of damages payable is limited to three times the invoice amount or EUR 50,000.00 maximum.

4. With used equipment and materials the customer shall have the right to inspect and test the deliverable prior to dispatch at his own expense. Upon delivery of the used deliverables all obligations of BST shall be deemed to have been fully and properly discharged of. Subsequent complaints will not be accepted.

The used products are delivered to the exclusion of warranty claims unless expressly otherwise agreed in writing. In the event of sales of used consumer goods the warranty period shall be one (1) year from the time of delivery.

#### § 7 Liability

1. BST shall be liable for claims based on impossibility and delay of performance which are the result of a violation of cardinal contractual obligations, also in the event of slight negligence; with other violations of obligations BST shall be liable only in the event of intent and gross negligence. However, the amount of any claims for damages asserted for violation of cardinal obligations shall be limited, in the event of slight negligence, to the foreseeable typical damage.

2. In other respects and subject to the rights granted in § 6 (warranty) BST shall be liable only for intent and gross negligence, also on the part of its representatives and agents. Where the violation of cardinal obligations or personal or fatal injury is concerned BST shall also be liable in the event of slight negligence.

#### § 8 Reservation of title

1. BST reserves title to the deliverables until the customer has satisfied all claims arising from the business relationship irrespective of their legal grounds or the time they accrued. This shall also apply if individual or all receivables have been included in a current account and the balance has been drawn up and accepted.

Cash payments, payments by cheque and bank transfers against submission of a promissory note of the customer issued by BST shall be deemed to have been effected after the bill has been honoured by the drawee thus discharging BST from liability under the bills of exchange laws.

2. When goods or products of BST are processed by the customer BST shall acquire title to the newly formed goods to the exclusion of § 950 BGB (Civil Code). In the event of combination or mixing with other materials the statutory provisions of §§ 947 and 948 BGB shall apply.

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3. BST shall be entitled to take out - at the expense of the customer - insurance coverage for the deliverables against theft, breakage, fire, water and other damage, unless the customer furnishes proof that he has taken out such insurance coverage himself.

4. The following provisions shall apply for the duration of the reservation of title:

The customer shall be authorised to commission and use the delivered goods within the framework of his normal business operations. Any other form of disposal of the delivered goods by the customer (such as reselling, leasing, pledging, assignment as collateral, etc.) shall be permissible only with the express prior approval of BST.

The customer shall assign, to the extent permissible, all claims arising from the resale to a third party, irrespective of whether the goods subject to reservation of title are resold without or after further processing. The customer shall, however, be entitled to collect these receivables also after the assignment. The right of BST to collect the receivables on its own shall remain unaffected. As long as the customer meets his payment obligations vis-à-vis BST, the company waives its right to collect receivables. BST may demand that the customer discloses all claims assigned, provides all information required in this connection, submits the pertinent documents and informs the third-party debtor of the assignment.

If the goods subject to reservation of title are sold together with other goods which are not the property of BST, the customer's claim vis-à-vis the third party shall be deemed to be assigned to BST to the amount of the delivery prices agreed between BST and the customer.

5. BST undertakes to release securities to which it is entitled to the extent their value exceeds the receivables to be secured and not yet settled by more than 20%. The selection of the securities to be released shall be left at BST's discretion.

§ 9 Currency

All payments shall be effected in EURO.

§ 10 Legal venue

The legal venue for all lawsuits, including proceedings in connection with bills of exchange or cheques and summary proceedings to the extent permitted by § 38 ZPO (Code of Civil Procedure), shall be Schrobenhausen, the principal place of business of BAUER Spezialtiefbau GmbH (BST). BST shall also be entitled to file a lawsuit at the customer's principal place of business.

§ 11 Partial invalidity

If these terms of delivery prove to be invalid in whole or in part, the validity of the contract shall remain unaffected. In the event individual provisions prove to be invalid, the contract shall be governed by the applicable statutory provisions.

§ 12 Applicable law

All contracts shall be governed by the law of the Federal Republic of Germany to the exclusion of the laws on the international sale of goods even if the customer has its place of business or residence abroad.

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