

**General conditions of contracts entered into by MIRELTA Hűtőtechnika Holding Kft for the
sale of its equipment
Exports**

These general conditions form an integral part of contracts concluded by **MIRELTA Hűtőtechnika Holding** (2890 Tata, Szomódi út 4.) (hereinafter referred to as **Supplier**) with the **Customer** for the sale and supply of its equipment, and their application is compulsory unless the parties agree otherwise in writing.

(These general conditions also refer to service contracts.)

I. Conclusion of contracts:

1. Any offer to enter into contracts (including suggestions to amend contracts) shall be binding on the offering party for 30 days provided no other time-limit is specified in the offer.
2. The data indicated in catalogues, brochures are only informative and do not serve as basis for undertaking obligations. Documents attached to the offer such as dimensional sketches, drawings, figures, weight data and other technical data shall apply.
3. Supplier reserves all property rights and copyright in relation to the offer and all annexes thereto, and these may not be either published, duplicated or handed over to third parties without his approval.
4. The Supplier commits to give no information, drawings or technical data about special made, not standard equipment, ordered by „GRASSO” UAB, to the third parties without approval of the Customer.

II. Amendments to contracts:

1. The parties may only amend the contract entered into, with mutual agreement, in writing.
2. No technical modifications of the equipment carried out by the Supplier after the conclusion of the contract and not affecting proper use and performance, shall be deemed amendment to contract.
3. Should the Customer cancel his order after entering into contract, the Supplier shall be entitled to:
 - invoice a cancellation charge equal to EUR 150 if cancellation occurs less than 30 days prior to the delivery date confirmed;
 - charge his expenses incurred to the Customer if the manufacture of the equipment has already been started;
 - invoice to the Customer 20% of contract price for standard equipment already manufactured and 100% of contract price for custom-designed equipment already manufactured.

III. Fulfilment:

1. The Supplier shall meet his obligations by the time-limit specified in the contract, but be entitled to earlier fulfilment which shall be accepted by the Customer.
For default in fulfilment through his own fault, MIRELTA Hűtőtechnika Holding Kft. shall be bound to pay penalty for delay at the rate per day as agreed upon. The Customer may not make further claims.
2. Place of fulfilment shall be the Supplier's premises (Tata, Szomódi út 4.)
3. The acceptance of the equipment shall take place in the premises of MIRELTA Hűtőtechnika Holding Kft.
Items ordered shall be reported to the Customer when ready for shipment.
Acceptance shall mean fulfilment, and risks shall pass to the Customer.
4. The Customer shall arrange for the equipment accepted to be transported away.
5. Should the Customer fail to accept the equipment reported to be ready and not arrange for their transport in 15 days from the date of the manufacturing time-limit, the Supplier shall – at his discretion – be entitled to
 - make out a pro-forma invoice for the equipment,
 - or take the equipment in responsible custody, charge the expenses of this and demand the countervalue of goods.The charge for responsible custody shall be 5% of countervalue for each month commenced.

IV. Terms of payment:

1. After the acceptance of the equipment, the Supplier shall be entitled to invoice their countervalue.
2. Mode of payment shall be contained in order confirmation.
3. Should the Customer fail to meet his payment obligations in due time, he shall pay default interest to the Supplier at a rate of 2% per month.
4. The Supplier reserves the right not to supply the Customer with further goods until full settlement of earlier debts if the Customer has outstanding debt overdue beyond 30 days,.

V. Prices:

1. Unless otherwise specified by the Supplier, the prices shall always be ex works prices without packing.
Currency of invoicing and payment shall be EUR unless the parties agree on other currency in writing.
2. Should the Customer modify his order after contract confirmation or commencement of manufacture, the Supplier shall be entitled to charge associated extra expenses to him.

VI. Warranty:

1. The Supplier shall warrant that the subject of supply, the materials used and the workmanship are in compliance with the current technological requirements and free from faults at the time of passing of risks. Warranty shall be conditional upon professional installation, operation, proper use of the subject of supply.
Warranty shall also be conditional upon the payment of the countervalue of the equipment to the Supplier.
2. Warranty shall not cover damage caused by the use of aggressive materials not complying with the construction of the subject of supply.
3. The Supplier shall undertake a 24-month guarantee for the equipment.
Commencement date of guarantee shall be the date of invoice.
Guarantee shall not refer to cases when the cause of damage occurred provably after fulfilment. (Negligent operation, improper use, etc.)
Guarantee shall terminate if the equipment is operated improperly and/or repairs or modifications are made on the equipment without the Supplier's approval.
4. Guarantee shall be conditional upon immediate inspection by the Customer of the subject of supply after receipt. The list of deficiencies shall be received by the Supplier in 10 days from the time when the defects are stated by the Customer, for hidden faults – in 10 days from the time when they are discovered.
5. Objects returned with deficiencies, damage, disassembled in an unprofessional way or modified by the Customer shall be excluded from guarantee.
6. Replacement of equipment or major parts thereof of objected quality and/or repairs not requiring parts replacement may only be demanded upon inspection under guarantee by the manufacturer and judgement of the case by him.
The Supplier's obligation shall only cover the replacement (additional supply) of the faulty part, and he shall not be obliged either to carry out actual works or reimburse expenses associated with installation.
In certain cases the Supplier may demand that the Customer should pay for the replacement part asked for, prior to the supply.
If repairs not requiring replacement parts are necessary, the parties hereto may agree separately on the method of repair and the same shall apply to the method of covering associated expenses.
If it is established during inspection that repair or replacement under guarantee is justified, the Supplier shall pay back immediately the amount paid by the Customer for the replacement part.
Inspection and judgement shall be carried out as soon as possible, depending on the case, but no longer than in 30 days, and an immediate notification shall be sent to the Customer.

VII. Other provisions:

1. The equipment supplied shall remain the Supplier's property until the payment of their countervalue in full. No warranty or guarantee claims may be enforced against the Supplier until the payment in full of the total invoiced.
2. Any import licences required shall be obtained by the Customer at his own expenses. The Supplier shall provide any documents required for this.
3. For disputes the parties hereto stipulate the exclusive jurisdiction of the Arbitration Court by the Hungarian Chamber of Commerce and Industry.

VIII. Validity:

1. By signing this document, the Customer shall duly note that the same conditions shall also refer to the contracts entered into by him with MIRELTA Kereskedelmi Kft.
2. For contracts entered into by the parties hereto, the above conditions shall be valid until their termination by any of the parties hereto in writing.

Dated: 19 09. 2002

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Customer

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Supplier

Customer's data:

Name of company: GEA GRASSO

Address of company: Savanoriu pr. 178. 2600 Vilnius Lithuania

Telephone: 00-370-5-2311-900

Fax.: 00-370-5-2311-901

E-mail: grasso@grasso.lt

Customer's rebate rate: 46%

Mode of payment: transfer

Deadline for payment: 30 days