



NEAC Compressor Service GmbH & Co. KG General Terms and Conditions of Sale and Services

Preamble

NEAC Compressor Service GmbH & Co. KG draws on a global network of experts. NEAC has service centers all over the world. The technicians and engineers are certified in accordance with ISO 9001 and ISO 45001. In Germany, NEAC Compressor Service is also SCC-P VAZ certified. Therefore, our customers always receive professional installation, commissioning, maintenance, servicing, repairs and spare parts from various manufacturers worldwide.

Article 1. Formation of the Contract

1.1. The terms and conditions set out below shall form part of the Contract concluded with us.

1.2. We hereby object to any counter confirmation, counteroffer or other reference by the Customer to its general terms and conditions; any dissenting terms and conditions of the Customer shall only apply if we have confirmed the same In Writing. The Last-Shot-Rule shall not apply. The parties agree that no legal value shall be given to standard terms and conditions delivered once the Contract has been concluded, whether in invoices or any other document.

1.3. Our General Terms and Conditions of Sale and Services shall apply to all subsequent transactions without any need of express reference thereto or Contract thereon at the conclusion of such transaction.

Article 2. Definitions

In these General Terms and Conditions of Sale and Services, the following terms shall have the meanings hereunder assigned to them:

“**Contract**”: the agreement In Writing between the Parties concerning the supply of products and/or the performance of services as well as all appendices, including agreed amendments and additions In Writing to the said documents;

“**Gross Negligence**”: a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both;

“**Liability**”: Liability is subject to fault implying at least negligence;

“**In Writing**”: Communication by a document signed by both Parties or by letter, fax, electronic mail and by such other means as agreed by the Parties;

“**The Product(s)**”: Refer in this instrument to the sale of goods and to the provision of services to be performed (Service Contracts), including the supply of spare parts if necessary for the performance of the contractual duty in case of Service Contracts. For mixed contracts, reference is made to article 3 CISG;

“**Service Contracts**”: Service Contracts refer to the provision of services, i.e. in-house repairs, on-site repairs, servicing, professional installation, commissioning, assemblies, maintenance, inspections and other provision of services with delegation of staff;

“**Services**”: Services are the performances rendered under Service Contracts for in-house repairs and on-site repairs, commissioning, assemblies, maintenance, inspections and other provision of services with delegation of staff.

Article 3. Orders

3.1. The offer, order acknowledgment, order acceptance of sale of any Products and/or Services covered herein is conditioned upon the terms contained in this instrument and will not be binding upon us unless assented In Writing. No modification of these General Terms and Conditions of Sale and Services or our offers, order acknowledgments or Contracts is valid unless agreed or evidenced In Writing. Amendments or supplements to these General Terms and Conditions and/or our offers, order acknowledgments or Contracts shall be In Writing. This applies equally to a waiver of the written form.

3.2. Unless otherwise expressly agreed In Writing, any indicated time of delivery and or completion of Services or information hereto, be it In Writing or given verbally, shall be non-binding. Time of delivery is only of the essence if confirmed by us as such In Writing.

3.3. It is agreed that any information relating to the Products and their use, such as weights, dimensions, capacities, volumes, performances, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price lists, as well as information as to the time and terms of delivery or completion and prices shall not take effect as terms of the Contract unless expressly confirmed In Writing.

3.4. Designations of weights, dimensions, capacities, volumes, performances, and other data refer to units applicable in Germany, unless expressly stipulated otherwise in Writing. Working days are those at our registered office.

Article 4. Prices and Costs

4.1. Unless otherwise agreed In Writing, our prices shall be in Euro and exclude any statutory VAT which shall be payable at the date of delivery. The prices do not include transport and are to be understood FCA (Incoterms® 2020).

4.2. However, should we bear any costs which, according to the Contract, are for the account of the Customer (e.g. for transportation or insurance under FCA), such sums shall not be considered as having been included in the Contract price and shall be reimbursed by the Customer.

4.3. If the time requested for the performance of the Services exceeds one working day or makes an overnight stay necessary according to article 13, the Customer shall place at the disposal of our personnel suitably furnished single rooms, with proper washing facilities, in the vicinity of the site. The cost of the lodgings shall be borne by the Customer unless agreed otherwise In Writing. In the absence of appropriate living quarters near the job site, the Customer shall bear the extra costs for transportation and reasonable accommodation.

4.4. In order to guarantee to issue an accurate invoice for on-site jobs, the Customer shall confirm the needed spare parts, working hours, overtime hours and extra work on our forms which our personnel fills in and a copy of which is handed over to the Customer. By signing our time sheets, the Customer approves and accepts the indicated costs of material, expenses and the hours worked.

4.5. For high-quality tools, measuring instruments and appliances necessary for the execution of the Services, we will invoice a weekly rental depending on the volume of the equipment and according to prior agreement and covering the time between the date of dispatch and the date of return. In addition, the Customer shall bear the costs relating to freight and transport.

4.6. Should the Customer request Services making overtime hours necessary, he has to bear the extra costs. The same applies for spare parts not covered by the Contract. The extra costs for overtime hours and spare parts are invoiced according to the prices in our price lists valid at the time of the formation of the Contract.

4.7. Should work be postponed owing to circumstances beyond our control and/or should an interruption of the work be necessary, the resulting costs shall be borne by the Customer.

4.8. Prices agreed on former transactions do not apply to subsequent transactions unless expressly agreed so In Writing.

Article 5. Payment Conditions, Set-off

5.1. Our price claims are net cash amounts and payable free of any deduction within 30 days upon the invoice date unless other payment terms shall have been agreed In Writing.

5.2. We shall accept Letters of Credit, drafts, promissory notes and cheques only upon specific written arrangement and only on account of payment. Any fees for discount bills or promissory notes shall be at the expense of the Customer and immediately payable.

5.3. The Customer shall have no right to set off, retention or reduction unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by us. Any retention or deduction for nonconforming Products is limited to the nonconforming Products provided the Customer having given notice of the lack of conformity in compliance with article 11.1.

5.4. If the Customer's business shall be operated beyond the ordinary course of business which shall include, without limitation, acts of seizures or a situation where a protest in relation to promissory notes or cheques has been made, delayed or even discontinued payments, judicial or out of court settlement or insolvency proceedings having been petitioned or opened or proceedings in accordance with or functionally equivalent to insolvency proceedings having been petitioned, then we shall have the right to declare all our claims arising from the business relationship as immediately payable, even if we shall have accepted Letters of Credit, drafts, promissory notes or cheques. The same shall apply if the Customer shall be in payment default towards us or other incidents shall surface which give rise to doubts about its creditworthiness. Moreover, we may in such event demand prepayments or a security deposit or rescind the Contract.

5.5. Without prejudice to our continuing legal rights, we may suspend the performance of our obligations under the Contract or to prevent the handing over of the Products to the Customer so long as there are grounds for concern that the Customer may completely or partly fail to fulfil its obligations in accordance with the Contract concluded with us.

Article 6. Interest in Case of Delayed Payment

If the invoice amount shall not have been settled within 30 calendar days after the date of the invoice or at another due date, then we shall without the need to a separate warning notice have the right to recover default interest in an amount equalling 9 full percentage points above the rate of the main refinancing facility of the European Central Bank p.a. as specified in § 247 of the German Civil Code (BGB). Moreover, the Customer shall indemnify us to the extent of reasonable lawyer fees arising out of or in connection with the default of payment.

Article 7. Passing of Risk

The risk in respect of the Products supplied hereunder shall pass to the Customer on delivery of the Products by us at the place specified for delivery according to the Incoterm applicable to the Contract.

Article 8. Retention of title

8.1. We shall retain full title of the Products that have been delivered until the Customer has discharged all claims arising from the business relationship which shall include any account balance and claims from refinancing or reverse promissory notes.

8.2. With our consent In Writing, the Customer shall have the right to dispose of the Products delivered by us within the ordinary course of business. The authority granted hereunder shall cease in the cases referred to in article 5.4. Moreover, we may withdraw the Customer's sales authority through written notice if he is in breach of any obligation owed to us, in particular if he is in payment default or if we become aware of other incidents that give rise to doubts about his creditworthiness.

8.3. The Customer's right to process the Products delivered shall also be subject to the limitations set out in subsection 8.2. above. The Customer shall not acquire title to the fully or partly processed Products; the processing shall be free of charge for our benefit as manufacturer. If we should, for whatever reason, lose our rights under the retention of title, then it is hereby agreed between the Customer and us that we shall acquire title upon processing of the Products and the Customer shall remain custodian of the Products which custody shall be free of charge.

8.4. If the Products in which we have retained title shall be inseparably assembled or mixed with Products that are third-party property, then we shall acquire co-title in the new Products or the mixed stock. The proportion of title shall follow from the proportion of the invoice value of the Products delivered by us under retention of title and the invoice value of the other Products.

8.5. Products in which we shall acquire sole or co-title in accordance with article 8.3. and 8.4. shall, the same as with regard to the Products delivered under retention of title according to subsection 8.1. above, be regarded as Products delivered under retention of title for the purposes of the following paragraphs.

8.6. The Customer hereby assigns to us all claims arising from the resale of the Products delivered under retention of title. Such claims shall also include claims against the bank which, within the scope of such sale, shall have issued or confirmed a letter of credit for the benefit of the Customer (= reseller). We hereby accept such assignment. If the Products delivered under retention of title are processed goods or a mixed stock, where, in addition to the Products delivered by us, only such Products exist that are either the property of the Customer or a third-Party property as a result of a (simple) retention of title, then the Customer must assign all of the claims arising from the resale. In the other case, i.e. in the event of a conflict between pre-assignment claims by other suppliers, we are entitled to receive any resale proceeds on a pro rata basis which shall be determined in proportion to the invoice value of our Products and the other processed or mixed Products.

8.7. Where our claims shall be undoubtedly be secured through the assignment and retention by more than 20 per cent over the securable amount, any surplus of receivables and/or goods delivered under retention of title shall, upon demand of the Customer, be released.

8.8. The Customer shall be authorized to collect any receivables arising from the resale of Products. Such authority shall cease to exist in the event that there shall no longer be an ordinary course of business as defined in the article 5.4. above. Moreover, we may withdraw the authority granted to the Customer to collect, if he is in breach of any obligation owed to us, in particular if he is in payment default or if we become aware of other incidents that give rise to doubts about his creditworthiness. If the above authority shall cease to exist or be withdrawn by us, then the Customer shall upon our demand immediately specify to us his debtors in the claims assigned and provide us with all information and documentation necessary for collection.

8.9. In the event of any third-Party action against our Products delivered under retention of title or any receivables assigned to us, the Customer shall notify such party of our property/our rights and immediately inform us about such action. The Customer shall bear the costs of any intervention.

8.10. If the Customer is in breach of contract, in particular in payment default, then he shall, upon our demand, immediately return to us all Products delivered under retention of title and assign to us any repossession claims against any third Party in conjunction with such Products. Any repossession or enforcement proceedings with regard to the Products delivered under retention of title shall not be regarded as a rescission of this Contract, unless expressly specified otherwise by us in Writing.

8.11. In the cases referred to in article 5.4. above, we may require the Customer to inform us about the claims arising from the resale that have been assigned to us in accordance with article 8.6. above including his debtors. Following such information, we shall have the right to disclose the assignment to the third party as we consider appropriate.

8.12. If, according to the laws of the country of destination (lex rei sitae), an extended clause of reservation of ownership is not valid, we reserve title to the Products to the extent permitted by the applicable law, this being at least a simple retention of title until full payment of the delivered Products.

Article 9. Contractual Terms of Delivery

9.1. Unless otherwise agreed, delivery shall be "FCA" (Incoterms ® 2020) at our premises. Risk of damage to or loss of the Products shall pass to the Customer at the time when we notify the Customer that the Products are available for collection. In case of transportation organized by us, the risk passes to the Customer at the time of handing over of the Products to the carrier. If the Customer does not give us sufficient notice of the carrier in due time, we may at our option contract for carriage on usual terms at the Customer's risk and expense. Notification of the Customer of the Products having been delivered is not required.

9.2. Any agreed trade term shall be construed in accordance with the INCOTERMS ® in force at the moment of formation of the Contract.

9.3. We shall have the right to reasonable delivery in instalments.

Article 10. Delay in delivery

10.1. When there is delay in delivery of any Products or completion of Services, the Customer is entitled to claim liquidated damages equal to 0.5% of the Contract price for each complete week of delay, provided the Customer notifies us of the delay. Where the Customer so notifies us within 15 days from the agreed date of delivery, damages will run from the agreed date of delivery/completion or from the last day within the agreed period of delivery/completion. Where the Customer so notifies us after 15 days of the agreed date of delivery/completion, damages will run from the date of the notice. Liquidated damages for delay shall not exceed 5% of the price of the delayed Products.

10.2. When we have not delivered the Products by the date on which the Customer has become entitled to the maximum amount of liquidated damages under article 10.1., the Customer may give notice In Writing to terminate the Contract with regard to such Products, if they have not been delivered to the Customer within 5 working days of receipt of such notice by us.

10.3. If the Parties have agreed upon a fixed delivery/completion date, the Customer may terminate the Contract by notification to us with regard to Products which have not been delivered/completed by such cancellation date.

10.4. In case of termination of the Contract under this article, then in addition to any amount paid or payable under article 10.1., the Customer is entitled to claim damages for any additional loss not exceeding 10% of the price of the non-delivered/non-completed Products.

10.5. The remedies under this article exclude any other remedy for delay in delivery or non-delivery. Contractual penalties cannot be asserted against us.

Article 11. Liability for Lack of Conformity

11.1. The Customer shall examine the Products as soon as possible after their arrival at destination and/or completion of the Services. He shall notify us In Writing of any lack of conformity of the Products without delay from the date when the Customer discovers or ought to have discovered the lack of conformity. Obvious material defects, deviations in quantity or false deliveries must be reported to us in Writing without delay, at the latest within 14 days after arrival at destination and/or completion, but in any case before connection, mixture, processing or installation; otherwise the goods are considered to be approved despite these defects, unless we or our legal agents or vicarious agents have acted with fraudulent intent. The

Customer shall have no remedy for lack of conformity if he fails to notify us thereof within 12 months from the date of arrival/completion of the Products at the agreed destination. Any statements pertaining any lack of conformity only serve to clarify material facts. They do not under any circumstances represent a waiver of the requirement of due notification or an acknowledgement of lack of conformity unless we expressly confirm such acknowledgement In Writing.

11.2.

We shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Customer. We shall only be liable for defects which appear under the conditions of operation provided for in the Contract and the proper use of the Product. Products will be deemed to conform to the Contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the Parties, but the Customer will be entitled to any abatement of the price usual in the trade or through course of dealing for such discrepancies.

11.3.

Where Products are nonconforming and provided the Customer, having given notice of the lack of conformity in compliance with article 11.1., does not elect in the notice to retain them, we shall at our option:

- (a) replace the nonconforming Products with conforming Products, without any additional expense to the Customer, or
- (b) rectify the nonconforming Products, without any additional expense to the Customer, or
- (c) reimburse to the Customer the price paid for the nonconforming Products and thereby terminate the Contract with regard to those Products.

Defective parts or nonconforming Products which have been replaced shall be made available to us and shall be our property.

11.4.

The Customer shall be entitled to liquidated damages as quantified under article 10.1. for each complete week of delay between the date of notification of the nonconformity according to article 11.1. and the supply of substitute Products under article 11.3. (a) or repair under article 11.3. (b) above. Such damages may be accumulated with damages (if any) payable under article 10.1 but can in no case exceed in the aggregate 5% of the price of those Products.

11.5.

If we have failed to perform our duties under article 11.3. by the date on which the Customer becomes entitled to the maximum amount of liquidated damages according to that article, the Customer may give notice In Writing to terminate the Contract with regard to the nonconforming Products unless the supply of replacement Products or the repair is performed within 5 days of receipt of such notice by us.

11.6.

Where the Contract is terminated under article 11.3.(c) or article 11.5., then in addition to any amount paid or payable under article 11.4. as reimbursement of the price and damages for any delay, the Customer is entitled to damages for any additional loss not exceeding 5 % of the price of the nonconforming Product(s).

11.7.

Where the Customer elects to retain nonconforming Products, he shall be entitled to a sum equal to the difference between the value of the Products at the agreed place of destination if they had conformed with the Contract and their value at the same place as delivered, such sum not to exceed 15% of the price of those Products.

11.8.

With the exception of the provisions laid down in articles 10.1., 10.4., 11.1. to 11.7. above, there shall be no liability towards the Customer for consequential or indirect damages including, but not limited to, loss of production or production time, loss of income, loss of profit, loss of use, loss of contracts, loss of customers, loss of orders or loss of goodwill.

11.9.

The remedies under this article 11. are a full and final settlement of all or any claims whether under statute, common law or in equity of whatsoever nature that exists or may exist and to the exclusion of any other rights or remedies. However, the limitations of liability contained in this instrument shall not apply when required by applicable mandatory law, such as in case of personal injury or death, claims under the scope of the *Council Directive 85/374/EEC of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products* or where we are guilty of fraud, willful conduct or Gross Negligence. In the case of Gross Negligence, our liability is limited at the foreseeable damage at the time of the formation of the Contract. Contractual penalties cannot be asserted against us.

11.10.

Our liability for damages, to the extent agreed between the Parties, is subject to fault implying at least negligence.

Article 12. Claims for Lack of Conformity

12.1.

Unless otherwise agreed In Writing, no action for lack of conformity can be taken by the Customer after 12 months from the date of arrival/completion of the Product. It is expressly agreed that after the expiry of such term, the Customer will not plead

nonconformity of the Product, or make a counterclaim thereon, in defence to any action taken by us against the Customer for non-performance of this Contract.

12.2.

When a defect in a part of the Product has been remedied, we shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of 12 months. For the remaining parts of the Product, the period mentioned in clause 12.1 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

Article 13. Technical Support

13.1.

For on-site jobs, the Customer has to procure at his own expense the necessary technical support, including, but not limited to:

- assistant and expert personnel with appropriate equipment,
- well lit, sheltered working places which can be heated if the outdoor temperatures are below 0°C, equipped with work benches,
- unrestricted and unhindered access to the job site for the unhampered execution of the performance, transport and lifting appliances, dry and lockable storage facilities, electricity, water, light, compressed air, grease, glycol, cleaning material, etc.,
- appropriate, lockable and heated restrooms for our staff with appropriate furniture, sanitary installations and „first-aid“ facilities,
- special tools (like cone, hydraulic tension device, etc.) delivered with the machine.

13.2.

In order that the work may be started immediately on arrival of our personnel and may be executed without unnecessary hindrance, all necessary equipment and tools shall be available on the site on the arrival of our personnel.

13.3.

The Customer is responsible for the disposal of used oil, spare parts, clothes, cleaning and packing material.

13.4.

The Customer shall guarantee that the locally applicable safety regulations be complied with and that necessary special protective clothing and/or protective devices be made available. The Customer shall inform us of all relevant safety regulations in force at the site. All the necessary safety and precautionary measures shall have been taken before work is started and shall be maintained. The work shall not be carried out in unhealthy or dangerous surroundings.

13.5.

If national or local labour or tax legislation require our employees to be registered with authorities, the Customer shall guarantee that the locally applicable regulations be complied with and that necessary devices for registration be made available to us. The Customer shall inform us of all relevant labour regulations in force at the site.

Article 14. Intellectual Property Rights

We reserve our rights with regard to our intellectual property rights, patents, utility models, registered design, copyrights, trademarks or similar rights.

Article 15. Force Majeure

15.1.

“Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes us from performing one or more of our contractual obligations under the Contract if such impediment is beyond our reasonable control, could not reasonably have been foreseen at the time of the conclusion of the Contract and where the effects of the impediment could not reasonably have been avoided or overcome by us.

15.2.

Where we fail to perform one or more of our contractual obligations because of default by a third party whom we have engaged to perform the whole or part of the Contract, we may invoke Force Majeure to the extent that the requirements under paragraph 15.1. of this clause are established both for us and for the third party.

15.3.

In the absence of proof to the contrary, the following events shall be presumed to fulfil conditions under paragraph 1 of this clause:

war (whether declared or not), cyberwar, hostilities, invasion, act of foreign enemies, extensive military mobilization; civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage including cyberattacks or piracy; currency and trade restrictions, embargo, sanctions including secondary sanctions, boycott, limitations or disruption in supply or delivery beyond our control, act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; plague, epidemic, pandemic, natural disaster or extreme natural event; explosion, fire, water damage, destruction of equipment, prolonged breakdown of transport, telecommunication, information systems or energy including acts of cyberattack; general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.4.
We shall give notice of the Force Majeure Event without delay to the Customer.

15.5.
If and when successfully invoking this clause, we are relieved from our duty to perform our obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the Customer.

15.6.
Where the effect of the impediment or Force Majeure Event invoked is temporary, the consequences set out under paragraph 15.5. above shall apply only as long as the impediment invoked prevents us from providing our contractual obligations. We must notify the Customer as soon as the impediment ceases to impede performance of our contractual obligations.

15.7.
We are under an obligation to take all reasonable measures to limit the effect of the Force Majeure Event invoked upon performance of the Contract.

15.8.
Where the duration of the impediment invoked has the effect of substantially depriving the Customer of what he was reasonably entitled to expect under the Contract, either Party has the right to terminate the Contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the Contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

15.9.
Where paragraph 15.8. above applies and where either contracting Party has, by reason of anything done by another contracting Party in the performance of the Contract, derived a benefit before the termination of the Contract, the Party deriving such a benefit shall pay to the other Party a sum of money equivalent to the value of such benefit.

Article 16. Hardship

16.1.
We are bound to perform our contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

16.2.
Notwithstanding paragraph 16.1. of this clause, where the continued performance of our contractual duties has become excessively onerous due to an event beyond our reasonable control which we could not reasonably have been expected to have taken into account at the time of the conclusion of the Contract and where we could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

16.3.
Where paragraph 16.2. of this Clause applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, we are entitled to terminate the Contract. The Customer cannot request adaptation by the judge or arbitrator without our agreement in Writing.

Article 17. Choice of Law

17.1.
Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General Terms and Conditions of Sale and Services and any specific conditions agreed upon by the Parties) shall be governed:

(a) by the *United Nations Convention on Contracts for the International Sale of Products* (Vienna Convention of 1980, hereafter referred to as: CISG), and

(b) to the extent that the provisions of the CISG do not apply according to articles 1 to 3 CISG or do not cover a specific area at issue, by reference to the substantial Swiss law.

17.2.
The acquisition and loss of rights in rem for movable goods, including, but not limited to property and retention of title according to article 8 of these General Terms and Conditions of Sale and Services, are subject to German law according to article 104 of the Swiss Federal Law on International Private Law of December 18, 1987.

17.3.
Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms 2020 ® published by the International Chamber of Commerce.

Article 18. Place of Performance and Forum

18.1.
The place of performance for Services and deliveries of Products shall be the place of our business, unless otherwise agreed In Writing. For on-site jobs, however, the place of performance shall be the premises of the Customer where the Services are performed.

18.2.
Any disputes arising out of or in relation with this Agreement shall be finally settled under the Swiss Chambers' Arbitration Institution (SCAI) Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules. The arbitral tribunal shall be composed of one or three arbitrators. The arbitral tribunal shall be composed of one arbitrator if the Parties reach agreement hereto within 30 days after the statement of claim is received by the SCAI, otherwise it shall be composed of three arbitrators. The seat of the arbitration shall be Zurich, Switzerland. The arbitration shall be conducted in the English language. The applicable rules of law are those set forth in article 17 of these General Terms and Conditions of Sale and Services. The Parties expressly exclude any application for setting aside the arbitral award.

18.3.
If the Customer is required to pay fees to the SCAI and fails to do so in due time, we may at our option proceed to payment on its behalf. The parties agree that in this case, the Customer loses his right to claim reimbursement of his costs related to the arbitration proceedings even he succeeds fully or partially in the proceedings.

Article 19. Severability and Miscellaneous

19.1.
Each clause and sub-clause of these General Terms and Conditions of Sale and Services shall be separate and severable from each other. In the event that any of the clauses or sub-clauses are deemed invalid or unenforceable this shall not affect the validity or enforceability of the other clauses or sub-clauses. Invalid clauses or sub-clauses shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted clause or sub-clause to the greatest extent possible. This shall apply accordingly to any lacunae in the Contract.

19.2.
In case of ambiguity or conflicting interpretation of legal terms, the terms contained in this instrument are to be construed according to the applicable law. The English text version of the CISG and the German language version of Swiss law shall prevail.

19.3.
All section headings are for convenience of reference only and shall not affect the interpretation of these General Terms and Conditions of Sale and Services.

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