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General Terms and Conditions for Sale and Distribution

1. General
   1. These General Terms and Conditions govern the sale and distribution of products manufactured by N2 GLOBAL MANUFACTURING to any direct buyer or distributor (hereinafter – Customer).
   2. These Terms and Conditions, proposal and specification issued by N2 GLOBAL MANUFACTURING form the final agreement (hereinafter – Agreement). In the event of a conflict between the above-mentioned documents, precedence shall apply in accordance with the order listed in the previous sentence.
   3. Any claims held against N2 GLOBAL MANUFACTURING may not be assigned to third parties.
2. Information, Consultancy
   1. Information and consultancy in relation to N2 GLOBAL MANUFACTURING' products is provided as deemed appropriate from existing experience.
   2. Any values or parameters quoted, especially performance data, represent average values which have been determined through experiments and certification processes under standard laboratory conditions.
3. Prices
   1. The prices quoted in the specification shall apply.
   2. Unless otherwise expressly noted, all prices are quoted as net prices and do not include delivery costs and value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law.
4. Delivery
   1. Unless expressly agreed otherwise, delivery shall be governed by EXW INCOTERMS® 2020.
   2. Unless expressly agreed otherwise, Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.
   3. Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall begin on the date of the order confirmation by N2 GLOBAL MANUFACTURING, however, in no case prior to settlement of all details relating to an order. Delivery periods shall be deemed to be met on timely notification of readiness to deliver the products.
   4. Delivery periods and dates shall be deemed to be extended by the period of time during which the Customer fails to comply with his obligations towards N2 GLOBAL MANUFACTURING.
   5. The quantity, quality and description the products shall be set out in the specification. N2 GLOBAL MANUFACTURING reserves the right to make any changes in the specification insofar as such changes do not materially affect the quality or performance of the products.
5. **Delivery, passing of risk** 
   1. Unless expressly agreed otherwise, delivery shall always be carried out at the Customer's risk. The risk shall pass to the Customer as soon as the products have been handed over to the person executing the delivery.
6. If a delivery is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of N2 GLOBAL MANUFACTURING' readiness to deliver. Required storage costs after passing of risk shall be borne by the Customer.
7. If the Customer defaults in accepting the products, N2 GLOBAL MANUFACTURING shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.
8. Payment
   1. Unless expressively agreed otherwise, the payment for the products shall be made in full within 30 days from the date of the invoice. Payment shall be considered to have been made on the day the payable sum is received by N2 GLOBAL MANUFACTURING.
   2. Immediately upon default of any payment N2 GLOBAL MANUFACTURING shall be entitled to demand late payment interest of 0,5% (zero-point five percent) of the due payment for each day of delay. N2 GLOBAL MANUFACTURING reserves the right to claim a higher actual damage. Payment of the fee shall not release the Customer from any obligations undertaken under the Agreement.
   3. Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
   4. Any of N2 GLOBAL MANUFACTURING' receivables shall be immediately payable in the event of a default in payment. In case of default in payment N2 GLOBAL MANUFACTURING shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.
9. Retention of Title
   1. Delivered products shall fully remain property of N2 GLOBAL MANUFACTURING (products sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.
   2. In case of processing, combining or mixing of products subject to retention of title with products of the Customer, N2 GLOBAL MANUFACTURING shall be entitled to co-ownership of the new property inasmuch as the invoiced value of products sold with retention of title relates to the value of the other involved products. Where N2 GLOBAL MANUFACTURING co-ownership becomes null and void due to processing, combining or mixing with other products, the Customer immediately assigns to N2 GLOBAL MANUFACTURING those of his rights of ownership in the new property or compound matter which correspond to the amount of the value of products subject to retention of title by N2 GLOBAL MANUFACTURING. Customer shall also be responsible for holding such rights in safe custody on the behalf of N2 GLOBAL MANUFACTURING and at Customer's own expense. Any rights to co-ownership created as a result of such processing, combining or mixing shall be subject to section 7.1 of these Terms and Conditions.
   3. The Customer may resell or combine the products with other property, or otherwise integrate products under retention of title in normal business operations, as long as the Customer is not defaulting. The Customer shall be prohibited from taking any other disposition regarding products for which N2 GLOBAL MANUFACTURING retains title. N2 GLOBAL MANUFACTURING shall be promptly notified about any pledging or other seizure of products under retention of title through a third party. All intervention costs will be charged to the Customer if and to the extent that they cannot be collected from such third party.
   4. If the Customer grants his buyer additional time for payment of the sales price, Customer shall reserve title in products resold with retention of N2 GLOBAL MANUFACTURING' title under the same terms which N2 GLOBAL MANUFACTURING has applied when delivering such products with retention of title. The Customer shall be prohibited from any other kind of resale.
   5. The Customer shall immediately assign to N2 GLOBAL MANUFACTURING any receivables resulting from a resale of products initially sold with retention of N2 GLOBAL MANUFACTURING' title. These will be used to substitute the products under retention of title as collateral of the equivalent amount. The Customer shall only be entitled and authorized to resell such products if his receivables therefrom accrue to N2 GLOBAL MANUFACTURING.
   6. If the Customer resells products under retention of title together with products from other suppliers at a certain total price, Customer shall assign to N2 GLOBAL MANUFACTURING his receivables from such resale in the same amount as stated in the invoice for products initially sold with retention of title by N2 GLOBAL MANUFACTURING.
   7. If an assigned receivable is included into a current account, the Customer immediately assigns to N2 GLOBAL MANUFACTURING that part of the balance which is equivalent to the amount of such receivable, including the final balance from current account operations.
   8. Until N2 GLOBAL MANUFACTURING gives notice of revocation, the Customer shall be authorized to collect receivables assigned to N2 GLOBAL MANUFACTURING. N2 GLOBAL MANUFACTURING shall be entitled to such revocation if the Customer fails to meet his payment obligations under the business relationship with N2 GLOBAL MANUFACTURING in due course. If the preconditions for exercising a revocation right are fulfilled, the Customer shall promptly notify N2 GLOBAL MANUFACTURING of any assigned receivables with respective debtors, furnish all data required for collection of such receivables, hand over all related documentation and advise the debtors of such assignment. N2 GLOBAL MANUFACTURING reserves the right to personally advise the debtors of such assignment.
   9. If the value of the collateral deposited for the benefit of N2 GLOBAL MANUFACTURING exceeds the amount of secured claims by a total of more than 50% (fifty percent), the Customer shall be entitled to demand that N2 GLOBAL MANUFACTURING insofar release securities of the choice of N2 GLOBAL MANUFACTURING.
   10. If N2 GLOBAL MANUFACTURING claims retention of title, this shall only be understood as rescind of the Agreement if expressly stated so by N2 GLOBAL MANUFACTURING in writing. The Customer's right to possess products under retention of title shall be null and void if he fails to meet his contractual obligations.
10. Warranty
    1. N2 GLOBAL MANUFACTURING warrants that: (i) the products are free from defects in material and workmanship; (ii) the products conform to N2 GLOBAL MANUFACTURING' specifications that are attached to, or expressly incorporated into the Agreement; (iii) at the time of delivery, N2 GLOBAL MANUFACTURING has title to the delivered products and they are free and clear of liens and encumbrances.
    2. The warranty stipulated in Section 8.1. is conditioned on: (i) no repairs, modifications or alterations being made to the products other than by N2 GLOBAL MANUFACTURING or its authorized representatives; (ii) Customer handling, using, storing, installing, operating and maintaining the products in compliance with the DESIGN, INSTALLATION, OPERATING AND MAINTENANCE MANUAL available at https://www.n2global.net; (iii) compliance with all generally accepted industry standards; (iv) Customer discontinuing use of the products after it has, or should have had, knowledge of any defect; (v) Customer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at N2 GLOBAL MANUFACTURING’ discretion, Customer either removing and delivering the products or non-conforming part thereof to N2 GLOBAL MANUFACTURING, at Customer’s expense, or granting N2 GLOBAL MANUFACURING reasonable access to the products to assess the warranty claims; (vii) Products not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Customer not being in default of any payment obligation.
    3. Upon request by N2 GLOBAL MANUFACTURING the products claimed to be defective shall be returned to N2 GLOBAL MANUFACTURING for examination in their original or equivalent packaging. N2 GLOBAL MANUFACTURING shall remedy defects if the warranty claim is valid and submitted in writing within the warranty period.

It is at N2 GLOBAL MANUFACTURING' discretion whether N2 GLOBAL MANUFACTURING remedies the defect by repair or replacement. N2 GLOBAL MANUFACTURING shall only bear the costs necessary to remedy the defect.

* 1. N2 GLOBAL MANUFACTURING shall be entitled to refuse to remedy defects in accordance with N2 GLOBAL MANUFACTURING' statutory rights. N2 GLOBAL MANUFACTURING may refuse to remedy defects if the Customer has not complied with N2 GLOBAL MANUFACTURING' request to return the products claimed to be defective.
  2. The Customer shall not be entitled to rescind the contract unless the Customer has previously given N2 GLOBAL MANUFACTURING reasonable period to remedy the defect which N2 GLOBAL MANUFACTURING has failed to observe, unless setting of such a period to remedy defects is dispensable. In the event of rescission, Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the products as well as for failure to derive benefits from the products.
  3. Any rights of the Customer to receive damages or compensation shall be governed by the provisions in section 9 of these Terms and Conditions.
  4. Specifications of N2 GLOBAL MANUFACTURING' products, especially pictures, drawings, data about weight, measure, capacity and performance contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the products.
  5. N2 GLOBAL MANUFACTURING shall not accept any liability for defects in the products supplied if they are caused by normal wear and tear. The Customer shall have no rights against N2 GLOBAL MANUFACTURING in respect of defects in products sold as lower-class or used products.
  6. The limitation period for claims for defects shall be 24 (twenty-four) months. This shall not apply to Customer's claims for damages based on damages of body or health caused by a defect for which N2 GLOBAL MANUFACTURING is responsible.
  7. THE WARRANTIES IN THIS SECTION 8 ARE N2 GLOBAL MANUFACTURING' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN SECTION 9 BELOW. N2 GLOBAL MANUFACTURING MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

1. Limited Liability
   1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, N2 GLOBAL MANUFACTURING IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, CLAIMS ARISING FROM CUSTOMER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.
   2. N2 GLOBAL MANUFACTURING’ MAXIMUM LIABILITY UNDER THE AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY N2 GLOBAL MANUFACTURING FOR THE PRODUCTS THAT GAVE RISE TO THE CLAIM.
   3. CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THE AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF N2 GLOBAL MANUFACTURING HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES.
   4. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 9 EXTEND TO N2 GLOBAL MANUFACTURING' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, SUCCESSORS AND ASSIGNS.
2. Intellectual property rights
   1. The Customer acknowledges that all of the Intellectual Property Rights subsisting in or relating in any way to: (i) any drawings, reports, specifications and other similar documents provided or prepared by N2 GLOBAL MANUFACTURING in connection with the sale and delivery of the products, whether in hard copy or electronic form; and (ii) the products and all know-how embodied in, or used in connection with the products, shall remain vested in and the sole property of N2 GLOBAL MANUFACTURING or its licensors.
   2. Know-how and any intellectual Property Rights evolved, generated from or arising out of the sale or use of the products sold by N2 GLOBAL MANUFACTURING is the absolute property of N2 GLOBAL MANUFACTURING.
3. Export / import compliance

Customer is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the products, including any export / import license requirements. Customer shall ensure that the products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations.

1. Distribution
   1. This Article 12 shall only apply to Customers who have purchased the products manufactured by N2 GLOBAL MANUFACTURING with a goal to resell them to third parties and/or end-users (hereinafter – Distributors).
   2. Unless agreed otherwise in writing, N2 GLOBAL MANUFACTURING does not guarantee exclusive rights of distribution within any market or territory.
   3. If Distributor’s authorization is limited to a specific market or territory, Distributor may not knowingly market, provide, or otherwise offer products manufactured by N2 GLOBAL MANUFACTURING, directly or indirectly, to any entity or person(s) outside of the market or territory
   4. Distributor may include, combine and/or integrate the products sold by N2 GLOBAL MANUFACTURING with other products developed, manufactured and sold by the Distributor (hereinafter referred to as the "Integrated Products"). For avoidance of any doubts, N2 GLOBAL MANUFACTURING bears no liability for proper functioning of Integrated Products and provides no warranty in relation to them. The Distributor is solely liable for proper functioning of Integrated Products.
   5. N2 GLOBAL MANUFACTURING may change, modify or discontinue any activity in respect of any products at any time at its sole discretion including adding, removing or updating the products.
   6. Any description or specification contained in catalogues, samples, price lists or other advertising is intended merely to present a general overview of its products and will not form a representation.
   7. Distributor shall advise N2 GLOBAL MANUFACTUING within 5 (five) business days after Distributor receives any written, electronic or oral communication that alleges any serious injury or death associated with the use of a products (hereinafter referred to as the “Serious Adverse Event”). Within the next 15 (fifteen) business days, Distributor shall further provide N2 GLOBAL MANUFACTURING with a written report stating the full facts known to it regarding the alleged Serious Adverse Event, including, but not limited to the name, address and telephone number of the customer, the products lot or serial number, and a description of the Serious Adverse Event. Any products associated with a Serious Adverse Event report shall be returned to N2 GLOBAL MANUFACTURING by Distributor within 5 (five) days.
   8. Distributor shall advise N2 GLOBAL MANUFACTURING within 30 (thirty) calendar days after Distributor receives any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of any Product after it is released for distribution (each hereinafter referred to as an “Adverse Event”), defined as any undesirable experience associated with the use of a Product). Distributor shall further provide N2 GLOBAL MANUFACTURING with a written report stating the full facts about the Adverse Event, including but not limited to the name, address and telephone number of the customer, the Product lot or serial number, and a description of the Adverse Event. Any Products associated with an Adverse Event report shall be returned to N2 GLOBAL MANUFACTURING, within 30 (thirty) days.
   9. N2 GLOBAL MANUFACTURING agrees to notify Distributor promptly of any Adverse Event or Serious Adverse Event of which N2 GLOBAL MANUFACTURING becomes aware and of any communications with any judicial/governmental board or competent court with respect to the Products.
   10. Distributor shall not make any alterations to the Products without the express written consent of N2 GLOBAL MANUFACTURING, and acknowledges that unless specifically agreed in writing by N2 GLOBAL MANUFACTURING, such alterations shall invalidate the Warranty provided by N2 GLOBAL MANUFACTURING.
   11. Distributor shall not decompile, disassemble, or reverse engineer the Products, or otherwise attempt to derive ideas, structure, sequence, or organization of the Products except to be in compliance with mandatory law or to the extent required to be permitted by applicable law.
   12. Distributor shall at all times correctly represent the features and performance of each product in accordance with the product information provided by N2 GLOBAL MANUFACTURING. Distributor shall not make any inaccurate or misleading statements regarding any products and shall not misrepresent the extent of its authority with regard to the products
   13. Distributor shall not remove, alter, or destroy any form of copyright notice, trademark, logo, confidentiality notice, serial number or any other product identifier provided with any product.
   14. The Distributor is not entitled to conclude legal transactions on behalf of N2 GLOBAL MANUFACTURING or its affiliated companies. Distributor must abstain from activities that may mislead third parties into false belief that the Distributor has legal authorization to bind the N2 GLOBAL MANUFACTURING or N2 GLOBAL. Such activities without limitation include making representations or giving warranties on behalf of N2 GLOBAL MANUFACTURING or N2 GLOBAL, committing N2 GLOBAL MANUFACTURING or N2 GLOBAL to any contracts, etc.
   15. The Distributor shall be responsible for ensuring that the product end users: (i) are informed of their obligation to strictly adhere to the latest revision of the products’ design, installation, operating and maintenance manual (hereinafter – DIOM). Latest version available at https://www.n2global.net. and may be amended from time to time; (ii) are fully aware that the products producing nitrogen contain hazardous materials such as sodium azide; (iii) are properly informed on the safety handling and disposal of the products during the complete product lifecycle of the products.
   16. Distributor shall indemnify N2 GLOBAL MANUFACTURING and hold N2 GLOBAL MANUFACTURING harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from Distributor’s activities such as the sale and/or marketing and/or promotion and/or provision of products by Distributor, including, without limitation, (a) any wrongful or negligent act or omission by Distributor or any of its sub-distributors or agents; (b) any unfair business practice of Distributor or any of its sub-distributors or agents; or (c) any violation by Distributor of any law, regulation or order of the Territory, but excluding claims which a competent court has ruled that the merit of the case relies on product liability.
2. **Disposal**
   1. Customer is obliged to closely observe the documents accompanying the products and to ensure the correct disposal of the products in accordance with the applicable law.
   2. Customer is obliged to dispose the products at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the products or parts thereof in case of a resale of the products. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.
3. **Force majeure**
   1. If N2 GLOBAL MANUFACTURING' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, N2 GLOBAL MANUFACTURING' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay.
   2. N2 GLOBAL MANUFACTURING will notify the Customer within a reasonable time after becoming aware of any such delay.
4. Confidentiality
   1. Both during and after the term of the Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under the Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software, plans and projections. Neither party may disclose or refer to the work to be performed under the Agreement in any manner that identifies the other party without advance written permission. However, N2 GLOBAL MANUFACTURING has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.
   2. Nothing requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of the Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
   3. N2 GLOBAL MANUFACTURING points out that personal data in relation to the contractual relationship may be stored by N2 GLOBAL MANUFACTURING and may be transferred to companies associated with N2 GLOBAL MANUFACTURING in the N2 GLOBAL MANUFACTURING group.
5. **Notices**

All notices, communications and demands shall be given in writing and shall be deemed to have been received (i) upon hand delivery (receipt acknowledged), or (ii) on the second business day following the date of mailing by express courier service, fully prepaid, or upon actual receipt of such mailing, whichever shall first occur. E-mails sent to the N2 GLOBAL MANUFACTURING shall be deemed to have been received on the second business day following the date of mailing to e-mail provided in https://www.n2global.net.

1. Jurisdiction and applicable law
   1. Unless explicitly agreed otherwise, all disputes arising from or in connection to the Agreement shall be settled by negotiation between the parties.
   2. If the parties fail to reach a mutually acceptable solution within 2 (two) months, such dispute shall be settled by the courts of the Republic of Latvia in accordance with the laws of the Republic of Latvia.