

Order Acknowledgement

ENOTEC GmbH, Höher Birken 6, 51709 Marienheide
ibicorp
Industrial Business Intl Corp
1580 Swagrass Corporate Parkway
Suite 130, Sunrise
FL 33323
United States of America

Order No.: 329875
Doc issue date: 18.02.2025
Customer ID: 40466
Process No.: 250496
Delivery date: 25.02.2025
Quotation No.: 223370
Quotation date: 03.02.2025
Contact: Daniela Martin
Email: Daniela.Martin@enotec.de
Phone No.: 0049 2264 4578 20
Your order ID: 1890
Your record from: 14.02.2025

Shipping address:

DDESPAÑA - PARACUELLOS, B88472501, Calle Cañada 5, Paracuellos de Jarama, 28860 Madrid, Spain

| Item | Article No.: Description | Qty | Single Price EUR | Discount | Total Price EUR |
|------|---|------|---------------------|-------------------------|---------------------|
| 10 | 0-L-000188+ COMTEC 6000 display board with software for systems w/o pneumatic | 1 pc | 2.674,00 | 30,00% | 1.871,80 |
| 20 | HCU-0001 Electronic failsafe heater control for ATEX-probes with 2 thermocouples | 1 pc | 1.351,00 | 30,00% | 945,70 |
| 30 | VKEK1 Packing costs for spare parts 1 cardboard box 37x27x19 cm | 1 pc | 18,00 | | 18,00 |
| 40 | TK1 Transportation costs standard prepaid Madrid | 1 pc | 45,00 | | 45,00 |
| | | | | Total Amount Net | EUR 2.880,50 |

Delivery date: 25.02.2025
Delivery term: FCA Marienheide (INCOTERMS 2020)
Shipment term: UPS Standard Service
Warranty term: 12 months after delivery
Payment term: Payment in advance

ENOTEC GmbH

Höher Birken 6
51709 Marienheide-Germany
Tel.: +49 (0) 2264 4578 0
E-mail: info@enotec.de
Web: www.enotec.de

Gerichtsstand - Jurisdiction

Registriergericht Köln - HRB 38629
USt-IdNr.: DE122545780
St.-Nr.: 212/5728/0427

Geschäftsführer - Managing Director
Fred Gumprecht

Bankverbindungen - Bank Details

Kreissparkasse Köln
BIC: COKSDE33XXX
IBAN: DE42 3705 0299 0361 0000 95
Deutsche Bank AG Gummertsbach
BIC: DEUTDEDW384
IBAN: DE71 3847 0091 0019 0009 00

Order Acknowledgement 329875

“No Re-Export to Russia” Clause (Article 12g of Council Regulation (EU) No 833/2014)

- (1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by ENOTEC.
- (2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and ENOTEC shall be entitled to seek appropriate remedies, including, but not limited to:
 - (i) termination of this and further Agreement; and
 - (ii) a penalty of 100% of the total value of this Agreement.
- (5) The Buyer shall immediately inform ENOTEC about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to ENOTEC information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.”

Miscellaneous

Unless otherwise agreed upon in a written delivery contract, deliveries and services are exclusively made in accordance with the delivery terms and conditions of ENOTEC, which can be found on our webpage under www.enotec.com under "GTC".

There may be temporary delivery delays and difficulties in the provision of services by us and/or our suppliers/subcontractors. Although we are working hard to mitigate this by all means possible, we can unfortunately only confirm the delivery/service date without binding obligation.

The delivery/service on this date is subject to uninterrupted supply, production and logistics and may yet be postponed.

Likewise, we must reserve the right to make partial deliveries or provide partial services. Should you have questions, please contact your local sales representative or ENOTEC Customer Service.

Note: The standard delivery times are non-binding information about the current planning status. Please understand that our planning is subject to change, especially in the light of the current bottlenecks in the procurement market.

For the delivery date please refer to the order confirmation.

We kindly request verification and immediate approval of our order confirmation !
Subsequent changes may cause additional costs and delays!

ENOTEC GmbH

Höher Birken 6
51709 Marienheide-Germany
Tel.: +49 (0) 2264 4578 0
E-mail: info@enotec.de
Web: www.enotec.de

Gerichtsstand - Jurisdiction

Registergericht Köln - HRB 38629
USt-IdNr.: DE122545780
St.-Nr.: 212/5728/0427

Geschäftsführer - Managing Director
Fred Gumprecht

Bankverbindungen - Bank Details

Kreissparkasse Köln
BIC: COKSDE33XXX
IBAN: DE42 3705 0299 0361 0000 95
Deutsche Bank AG Gummersbach
BIC: DEUTDEDW384
IBAN: DE71 3847 0091 0019 0009 00

Order Acknowledgement 329875

ENOTEC reserves the right to check orders and adjust these if necessary. Changes are communicated to the customer in written form. Any services provided beyond the agreed scope of delivery, such as commissioning by ENOTEC service personnel, will be billed separately on effort base. ENOTEC reserves the right to make technical changes to individual positions.

Export controls

ENOTEC is obliged to check all export transactions in terms of restrictions and export bans. This review is based on the current valid regulations and rules of the EU / VN on foreign trade. ENOTEC has no influence on the processing time of participating external institutions such as the BAFA and the possibly associated delays.

If the final destination of the delivery is an export prohibited country, the customer is committed to notify ENOTEC immediately. In such case, ENOTEC can withdraw from the delivery obligation at any time after review, without any possibility to derive a claim for damages against ENOTEC. ENOTEC does not check embargo and / or dual-use provisions for deliveries to the EU.

MiLoG

ENOTEC is committed to comply with the regulations for the Employee Protection Act, in particular to regulations concerning the Minimum Wage Act (MiLoG) and the Posted Workers Act (AEntG).

Delivery time

The specified delivery date (target shipping date) will only come into effect after complete technical and commercial clarification.

Delivery date = Shipping date!

If requested, shipment will be made with the customer's freight company.

If ENOTEC orders the shipment, the shipment will be uninsured.

If you require transportation insurance, please let us know after receiving the order confirmation.

Prices

Prices are according to the price breakdown, in EUR, excluding VAT.

Document costs

Should there be costs for the legalization or certification of documents, these are not included in order value and will be charged extra according to expenditure

Payment

Please note, that all bank charges have to be paid by buyer.

Warranty

Place of warranty: Marienheide, Germany.

Unless otherwise agreed separately in writing, the warranty condition which occurs first in time applies.

Tear and wear parts are generally excluded from warranty, including:

- filter elements and seals for sample probes as well as fine dust filters
- hoses of the peristaltic pump as well as hoses for disposal of the condensate
- diaphragms and valves of the sample gas pumps
- filter mats from cabinet fans and air inlet or outlet gratings
- parts that come into contact with flue gas or other process gases

ENOTEC GmbH

Höher Birken 6
51709 Marienheide-Germany
Tel.: +49 (0) 2264 4578 0
E-mail: info@enotec.de
Web: www.enotec.de

Gerichtsstand - Jurisdiction

Registergericht Köln - HRB 38629
USt-IdNr.: DE122545780
St.-Nr.: 212/5728/0427

Geschäftsführer - Managing Director
Fred Gumprecht

Bankverbindungen - Bank Details

Kreissparkasse Köln
BIC: COKSDE33XXX
IBAN: DE42 3705 0299 0361 0000 95
Deutsche Bank AG Gummersbach
BIC: DEUTDEDW384
IBAN: DE71 3847 0091 0019 0009 00

Order Acknowledgement 329875

Important: Mechanical destruction is generally excluded from warranty.

Retention of title

The delivered goods remain property of ENOTEC until full payment has been made.

Acceptance delay

If the delivery is delayed due to an action of the purchaser, or if the purchaser does not accept the delivery even though a valid delivery contract exists; or the purchaser has not given adequate shipping instructions after the readiness for shipment of the products has been indicated, ENOTEC may, at the purchaser's expense, store the products in an appropriate manner. With the storage of the products, the delivery is deemed to have taken place and the risk for the products passes to the purchaser and the purchaser will make the corresponding payment to ENOTEC when due.

Limitation of liability

ENOTEC shall not be liable for normal wear and tear of the supplied equipment, nor for damages resulting from further processing of the delivered products by the customer, improper storage, damage due to incorrect installation and operation, lack of maintenance or damage caused by alterations or reparations not approved by ENOTEC in advance and in writing. ENOTEC also assumes no responsibility for damage or malfunction resulting from the use of unauthorized software, spare or replacement parts. If ENOTEC incurs costs for the investigation and correction of such defects, these shall be paid by the purchaser at the request of ENOTEC. Provided the commissioning of the analyzer systems is not performed by ENOTEC - especially with ATEX-certified systems – it may only be done by independent third parties, if the operating instructions have been read and clearly understood in advance.

Yours sincerely
ENOTEC GmbH

ENOTEC GmbH

Höher Birken 6
51709 Marienheide-Germany
Tel.: +49 (0) 2264 4578 0
E-mail: info@enotec.de
Web: www.enotec.de

Gerichtsstand - Jurisdiction

Registerrichter Köln - HRB 38629
USt-IdNr.: DE122545780
St.-Nr.: 212/5728/0427

Geschäftsführer - Managing Director
Fred Gumprecht

Bankverbindungen - Bank Details

Kreissparkasse Köln
BIC: COKSDE33XXX
IBAN: DE42 3705 0299 0361 0000 95
Deutsche Bank AG Gummertsbach
BIC: DEUTDEDW384
IBAN: DE71 3847 0091 0019 0009 00