

2023



UNITOP AGENCY

- ▶ 水—生命的泉源
- ▶ 2024年主要产品
- ▶ 水的历史
- ▶ 产品系列
 - 矿泉水
 - 清凉饮料
 - 碳酸饮料
 - HSQ饮料
 - 宝宝世界
- ▶ 产品列表
- ▶ 包装和交货
- ▶ 认证分析
- ▶ 条款和条件

水—生命的泉源

UNITOP是一个来自德国且经过严格检测程序并取得品质认证的公司。

“生命的源头始於水”是我们一贯的信念，秉持着此一宗旨，我们以实惠的价格提供给客户最纯净、健康、高品质的饮品。基於此原则，我们相信UNITOP是您理想可信赖的合作夥伴。

▶ 位於欧洲白雪延绵横跨德国、奥地利和瑞士的阿尔卑斯山脉蕴育出的天然山泉水，不仅水质清澈纯净、口感甘美，其中更含有多人体所需的有益矿物质及微量元素，对人体机能的正常运作具有积极的影响和帮助。而UNITOP的矿泉水正是产自於阿尔卑斯山脉天然纯净的水源地。我们的产品皆通过官方单位的认证，以确保提供给消费者的是最安全可靠的优质矿泉水产品。

▶ UNITOP专为您提供最高等级的瓶装矿泉水，使贵公司不仅因品质高而稳定的天然饮用水在竞争市场上脱颖而出，更能从中创造最大的市场优势。

仅以“大自然的能量”或“有益身、心、灵”这样的标语尚不足以让我们向您阐述UNITOP对产品的要求。我们提供给您的矿泉水，均透过严密的检验程序，对当中所含的各种矿物质及微量元素一一进行检测分析与比对。更重要的是，我们秉持着对品质的严格要求与热忱，坚持提供给您最纯净、未受污染，并且对人体健康有益的瓶装矿泉水。

UNITOP所提供的矿泉水是...

- ▶ 来自阿尔卑斯山脉纯净、天然的水源。
- ▶ 是搭配婴幼儿食品的最佳选择。
- ▶ 糖尿病及高血压患者尤其适合饮用。
- ▶ 具排毒、净化的功效，使肌肤透出健康光彩，避免造成身体脂肪囤积。
- ▶ 通过国家质量安全认证。
- ▶ 由片岩和石英岩所形成的岩石层，孕育出含有大量丰富矿物质和微量元素的水质。

UNITOP提供了多样性的产品选择：

矿泉水、果汁、碳酸苏打饮料、运动健康饮料，以及婴幼儿饮品。

所有产品皆以纯净天然的矿泉水为基底原料制造。

采用无菌包装技术制程并且不添加防腐剂，符合消费者对天然健康产品的诉求。

基於UNITOP对品质的严格要求，我们有信心能够提供给您最顶级的矿泉水产品，并且以实惠的价格使您在市场上获得最大的优势。



Our Highlight

2024 年主要产品：QUOX

QUOX

- ▶ 来自阿尔卑斯山脉纯净、天然的水源
- ▶ 是搭配婴幼儿食品的最佳选择
- ▶ 糖尿病及高血压患者尤其适合饮用
- ▶ 具排毒、净化的功效，使肌肤透出健康光彩，避免造成身体脂肪囤积
- ▶ 通过国家质量安全认证
- ▶ 由片岩和石英岩所形成的岩石层，孕育出含有大量丰富矿物质和微量元素的水质

我们提供的报价

- ▶ 500 ml 塑料瓶装天然矿泉水。
最小订单量：10 x 40 呎集装箱（10 x 43200 瓶），
- ▶ 含 QUOX 商标标签
- ▶ A2 尺寸海报 2000 张
- ▶ 500 ml 塑料瓶装水 21000 瓶（20 呎集装箱）供做促销推广之商品。

2013
Highlight
QUOX



水的历史

水的历史

UNITOP来自阿尔卑斯山脉的矿泉水，其历史最早可追溯至新石器时代，当时人们就因阿尔卑斯山区蕴含了对人体有益的天然水源，而纷纷迁移至此地定居。公元前50年，罗马人也发现了这片富饶之地，以罗马皇帝奥古斯都（Augustus）之名在山脚下建立了“Augusta Treverum”公国，亦即今日的特里尔（Trier），是德国境内临近阿尔卑斯山脉最古老的城市。当年罗马人在城内建立了一个能容纳约两万人的圆形露天剧场以及多个古罗马浴场，包括皇室浴场以及大型复合式浴场——芭芭拉浴场（Barbara Baths）。在当时，芭芭拉浴场是罗马帝国的第二大浴场，其占地面积仅次于罗马的图拉真浴场（Baths of Trajan）。具有两千多年历史的“Porta Nigra”，俗称“黑门”，是当时护城墙的北门，如今它已被列入世界文化遗产保存下来，成为特里尔的城市象征。

特里尔城因着其地理位置邻近山脉的优势，产出对人体健康有益的天然山泉水。当时的罗马人在此建造输送渠道，将天然的山泉水由水源处导引进城内，做为日常饮用水以及供给各个浴场使用。浴场内有炉火加热设备，居民可依喜好选择温水池（一般温水浴池）或高温池（即三温暖、桑拿等高温蒸气浴池）。再者，其纯净的水质也被使用在炊食，是日常生活中非常重要的饮品，其重要程度更甚于葡萄酒。

公元293年罗马皇帝戴克里先（Diocletian）在特里尔城建造宫殿，并将特里尔任命为西罗马帝国的政治及军事中心。位于城市中心，有着华丽厅堂的皇宫、圆形露天剧场以及庞大的建筑群俯瞰着整个城区。特里尔城并在往后的一百年间蓬勃发展，故在当时被称为第二罗马。公元4世纪时的特里尔已经有八万人口居住，因而成为阿尔卑斯山北部人口最稠密的城市。

特里尔亦是著名的社会哲学家马克思（Karl Marx）的故乡。

Porta Nigra





气泡矿泉水

- 纯天然矿泉水，含丰富气泡
- 适合采低钠饮食者和搭配婴幼儿食品

容量规格：0.5L /1.0L/ 1.5L塑料瓶装



无气泡矿泉水

- 纯天然矿泉水，不含气泡
- 适合采低钠饮食者和搭配婴幼儿食品

无气泡矿泉水容量规格：
0.5L /1.0L/ 1.5L塑料瓶装



微气泡矿泉水

- 纯天然矿泉水，含微量气泡
- 适合采低钠饮食者和搭配婴幼儿食品

容量规格：
0.5L /1.0L/ 1.5L塑料瓶装



Premium（供给饭店及餐厅客群）

- 低钠
- 纯天然矿泉水，含丰富气泡

容量规格：0.7L玻璃瓶装



水

水，不仅能陶冶文化，也能保障一个高品质的生活。纯净的水不但是社会繁荣和经济发展的根基，更是奠定健康生活和丰富生命的基石。

清凉饮料



柳橙口味

- 纯天然矿泉水，柳橙口味果汁含量4%
- 并添加维他命C

容量规格：1.0L塑料瓶装



柠檬口味

- 纯天然矿泉水含柠檬苏打
- 天然柠檬口味

容量规格：1.0L塑料瓶装



柠檬之吻

- 低钠矿泉水，淡柠檬口味
- 零卡路里，含丰富气泡

容量规格：1.0L塑料瓶装



Crazy Woodruff

- 专为青少年口味设计
- 车叶草口味

容量规格：1.0L塑料瓶装



Sport light

- 等渗透压清凉饮料
- 柑橘含单一糖类和代糖
- 果汁含量6%
- 添加6种维生素
- 是运动、健身和休闲时的理想饮料
- 含矿物质

容量规格：1.0L塑料瓶装



刺激你的味蕾，抑制你的“渴”望

我们所有的产品均以纯天然矿泉水为基底制造。我们的饮料不但有适合广大消费族群的口味，更能使您乾渴的喉咙迅速体验前所未有的清爽顺畅与满足。



维生素ACE饮料

- 纯天然矿泉水，含香橙、柠檬和胡萝卜等多种维生素
- 果菜汁含量30%
- 含高比例维生素C、E
- 和来自 β 胡萝卜素的维生素A

容量规格：1.0L塑料瓶装



Fruit & More

- 综合果汁添加绿茶萃取液和维他命
- 内含柳橙汁11%、橘子汁5%、苹果汁5%和柠檬汁4%
- 维他命C、B6和B12

容量规格：1.0L塑料瓶装



Fruity - lite

- 天然综合饮料，苹果、野生莓口味
- 果汁含量20%
- 无添加色素或防腐剂
- 仅添加天然食用香料

容量规格：1.0L塑料瓶装



Fruity - lite

- 天然综合饮料，西洋梨、葡萄和凤梨口味
- 果汁含量20%
- 无添加色素或防腐剂
- 仅添加天然食用香料

容量规格：1.0L塑料瓶装



结合健康与美味

喜爱水果风味饮料并重视健康高品质天然饮用水的你，QUOX纯天然水果风味气泡饮料将一次满足你。



Silencio (苹果、柠檬、梅子)

- 苹果、柠檬、梅子清凉饮料含绿茶萃取液
- 不含气泡
- 以纯天然矿泉水为基底，与绿茶萃取液及果汁调配
- 无添加防腐剂

容量规格：1.0L塑料瓶装



Silencio (西洋梨、寒梅)

- 西洋梨、寒梅清凉饮料含白茶萃取液
- 不含气泡
- 以纯天然矿泉水为基底，与白茶萃取液及西洋梨汁调配
- 无添加防腐剂

容量规格：1.0L宝特瓶装



Fruit & Activ (苹果、西洋梨)

- 苹果、西洋梨浓缩果汁还原
- 添加代糖
- 果汁含量50%
- 天然纯净矿泉水
- 无添加色素和防腐剂

容量规格：0.75L塑料瓶装



Fruit & Active (苹果、红醋栗)

- 苹果、红醋栗浓缩果汁还原
- 添加代糖
- 果汁含量50%
- 天然纯净矿泉水
- 无添加色素和防腐剂

容量规格：0.75L塑料瓶装



给对生活方式挑剔的你

除了经典饮料，HSQ系列还提供了另一种选择给在生活中对品味挑剔的你。HSQ系列满足重视低卡路里的消费群，以及现代人追求乐活、讲究饮食健康的诉求。



苹果气泡饮料

- 苹果汁含气泡
- 果汁含量55%以上
- 无添加糖类
- 无添加防腐剂

容量规格：0.5L /1.0L塑料瓶装



苹果樱桃气泡饮料

- 苹果/樱桃果汁，含气泡
- 果汁含量55%以上
- 无添加防腐剂

容量规格：0.5L塑料瓶装



苹果矿泉水

- 低钠
- 纯天然矿泉水，苹果口味
- 果汁含量3.6%
- 无添加色素和防腐剂

容量规格：1.5L塑料瓶装



覆盆子矿泉水

- 低钠
- 纯天然矿泉水，覆盆子口味
- 果汁含量3.6%
- 无添加色素和防腐剂

容量规格：1.5L塑料瓶装



樱桃矿泉水

- 低钠
- 纯天然矿泉水，樱桃口味
- 果汁含量3.6%
- 无添加色素和防腐剂

容量规格：1.5L塑料瓶装



有机苹果汁



- 果汁含量60%以上
- 符合欧盟婴幼儿食品规章
- 不含防腐剂、糖及香精等添加物
- 有机栽培
- 不含麸质
- 无气泡矿泉水(含低钠)

容量规格：0.5L塑料瓶装

有机葡萄西洋梨果汁



- 果汁含量60%以上
- 符合欧盟婴幼儿食品规章
- 不含防腐剂、糖及香精等添加物
- 有机栽培
- 不含麸质
- 无气泡矿泉水(含低钠)

容量规格：0.5L塑料瓶装

有机苹果草莓樱桃果汁



- 果汁含量60%以上
- 符合欧盟婴幼儿食品规章
- 不含防腐剂、糖及香精等添加物
- 有机栽培
- 不含麸质
- 无气泡矿泉水(含低钠)

容量规格：0.5L塑料瓶装

有机红色果肉果汁



- 果汁含量60%以上
- 符合欧盟婴幼儿食品规章
- 不含防腐剂、糖及香精等添加物
- 有机栽培
- 不含麸质
- 无气泡矿泉水(含低钠)

容量规格：0.5L塑料瓶装



产品列表

产品	ml	塑料
<u>矿泉水</u>		
气泡矿泉水	500	X
	1000	X
	1500	X
无气泡矿泉水	500	X
	1000	X
	1500	X
微气泡矿泉水	500	X
	1000	X
	1500	X
Premium (供给饭店及餐厅客群)	700	玻璃
<u>清凉饮料, 刺激你的味蕾, 抑制你的“渴”望</u>		
柳橙口味	1000	X
柠檬口味	1000	X
柠檬之吻	1000	X
Crazy Woodruff	1000	X
Sport Light	1000	X
<u>气泡水果饮料, 结合健康与美味</u>		
维生素ACE饮料	1000	X
Fruit & More	1000	X
Fruity-lite (苹果、野生莓口味)	1000	X
Fruity-lite (西洋梨、葡萄和凤梨口味)	1000	X
<u>HSQ饮料, 给对生活方式挑剔的你</u>		
Silencio (苹果、柠檬、梅子)	1500	X
Silencio (西洋梨、寒梅)	1500	X
Fruit & Activ (苹果、西洋梨)	750	X
Fruit & Activ (苹果、红醋栗)	750	X
苹果气泡饮料	500	X
	1000	X
苹果樱桃气泡饮料	500	X
苹果矿泉水	1000	X
	1500	X
覆盆子矿泉水	1000	X
	1500	X
樱桃矿泉水	1000	X
	1500	X
<u>宝宝世界</u>		
有机苹果汁	500	X
有机葡萄西洋梨果汁	500	X
有机苹果草莓樱桃果汁	500	X
有机红色果肉果汁	500	X

包装，标签，运输

订单

最小订单量：一个40呎集装箱

供货量：每周500,000公升

宝特瓶(含瓶盖)重量:

每500毫升装塑料瓶净重518克

每750毫升装塑料瓶净重800克

每1000毫升装塑料瓶净重1040克

每1500毫升装塑料瓶净重1563克

包装和交货

交货时间:下订单日起44天

包装:

500 ml塑料瓶: 以胶膜包覆固定於栈板; 12瓶为一组, 144组放一个栈板, 25个栈板装一个40呎集装箱。

1 l塑料瓶: 以胶膜包覆固定於栈板; 6瓶为一组, 175组放一个栈板, 22,5个栈板装一个40呎集装箱。

1,5 l塑料瓶: 以胶膜包覆固定於栈板; 6瓶为一组, 126组放一个栈板, 22,5个栈板装一个40呎集装箱。

标签

我们设计了各种语言版本标签供客户选择。针对OEM客户, Unitop亦可依客户需求提供客制标签, 并且不再额外收取费用。





LABORUNION

Prof. Höll & Co. GmbH

Institut für Analysen, Gutachten, Beratung und Qualitätssicherung
Heilwasser, Mineralwasser, Trinkwasser, Pektide, Gase

Sachverständige und
Gegenprüfungsverständige

Zugelassene Untersuchungsstelle nach:
§ 4 AMG für Heilwasser und Pektide
TrinkwV 2001 und § 44 ff. LSG

Nach DIN EN ISO / IEC 17025
akkreditiertes Prüflaboratorium
DAP-Nr. 2999/99 und
AKS-Nr. 20305-EU Staatliche Akkreditierungsstelle Hannover

Analysen-Nr.: LE10214 - 0003

Seite 2 von 4
zum Schreiben vom 24.09.2010

Chemische Untersuchungen IONENBILANZ

		Massen- konzentration mg/l	Äquivalent- konzentration mmol/l	Äquivalent- anteil	Verfahrens- kennzeichen
Natrium	Na ⁺	2,3	0,100	29,263%	DIN ISO 9984 - 3
Kalium	K ⁺	0,55	0,014	4,133%	DIN ISO 9984 - 3
Magnesium	Mg ²⁺	1,7	0,140	41,097%	DIN EN ISO 11885
Calcium	Ca ²⁺	1,7	0,087	25,508%	DIN EN ISO 11885
Strontium	Sr ²⁺	< 0,05			IV-LU D3: Sr-AAS
Eisen	Fe ²⁺	< 0,01			DIN EN ISO 11885
Mangan	Mn ²⁺	< 0,01			DIN EN ISO 11885
Ammonium	NH ₄ ⁺	< 0,01			DIN 38406 E 5
Summe		6,3	0,34	100,0%	
Fluorid	F ⁻	< 0,20			DIN EN ISO 10304-1
Chlorid	Cl ⁻	3,6	0,100	41,413%	DIN EN ISO 10304-1
Bromid	Br ⁻	< 0,050			DIN EN ISO 10304-1
Bromat	BrO ₃ ⁻	< 0,002			DIN EN ISO 16061
Iodid	I ⁻	< 0,005			DIN 38406 D 33
Sulfat	SO ₄ ²⁻	2,1	0,044	18,032%	DIN EN ISO 10304-1
Nitrit	NO ₂ ⁻	< 0,005			DIN EN 26777
Nitrat	NO ₃ ⁻	< 0,50			DIN EN ISO 10304-1
Hydrogencarbonat	HCO ₃ ⁻	6,0	0,098	40,555%	DIN 38409 H 7
Summe		11,7	0,24	100,0%	

< = unterhalb der Bestimmungsgrenze; mit der angegebenen Methode nicht bestimmbar
- = Spur, d.h. noch nachweisbar, jedoch unterhalb der Bestimmungsgrenze

Geschäftsführer:
Dr. Joachim Hälsche
Peter Kern
www.laborunion.de

11818 1723
Amtsgericht
Chemnitz
11563NR-UF141243728

LABORUNION Prof. Höll & Co. GmbH
08645 Bad Elster, Lindenstraße 11
Fon: 037437/5550
Fax: 037437/55522

LABORUNION Prof. Höll & Co. GmbH
31542 Bad Neundorf, Hauptstraße 11
Fon: 05723/748480
Fax: 05723/748484

Das Laborunion gilt für die Zwecke aufgeführten Verfahren. Das Laborunion wird nicht für die Zwecke aufgeführten Verfahren verwendet. Das Laborunion wird nicht für die Zwecke aufgeführten Verfahren verwendet. Das Laborunion wird nicht für die Zwecke aufgeführten Verfahren verwendet.

LABORUNION

Prof. Höll & Co. GmbH

Institute for analysis, appraisals, consulting and quality assurance,
medicinal water, mineral water, drinking water, peloids, gases

Authorized experts and expert cross-checking

Authorized laboratory according to:
Sec. 14 German Medicines Act with
respect to medicinal water and peloids
Drinking Water Ordinance 2001 and sec.
44 et seq. Infection Protection Act

According to DIN EN ISO/IEC 17025
accredited testing laboratory
DAP-PL-2999.99 and AKS-P-20305-EU
National Accreditation Body Hannover

No. of analysis: LE10214-0003

page 2 of 4

to the letter of 24.09.2010

Chemical analysis

Ion balance

		Mass concentration mg/l	Normality mmol/l	Milliequivalent	Standard
Sodium	Na ⁺	2,3	0,100	29,263%	DIN ISO 9964 - 3
Potassium	K ⁺	0,55	0,014	4,133%	DIN ISO 9964 - 3
Magnesium	Mg ²⁺	1,7	0,140	41,097%	DIN EN ISO 11885
Calcium	Ca ²⁺	1,7	0,087	25,508%	DIN EN ISO 11885
Strontium	Sr ²⁺	<0,05			HV-LU 03: Sr-AAS
Iron	Fe ²⁺	<0,01			DIN EN ISO 11885
Manganese	Mn ²⁺	<0,01			DIN EN ISO 11885
Ammonium	NH ₄ ⁺	<0,01			DIN 38406 E 5
Sum		6,3	0,34	100,0%	
Fluoride	F ⁻	<0,20			DIN EN ISO 10304-1
Chloride	Cl ⁻	3,6	0,100	41,413%	DIN EN ISO 10304-1
Bromide	Br ⁻	<0,050			DIN EN ISO 10304-1
Bromate	BrO ₃ ⁻	<0,002			DIN EN ISO 15061
Iodide	I ⁻	<0,005			DIN 38405 D 33
Sulfate	SO ₄ ²⁻	2,1	0,044	18,032%	DIN EN ISO 10304-1
Nitrite	NO ₂ ⁻	<0,005			DIN EN 26777
Nitrate	NO ₃ ⁻	<0,50			DIN EN ISO 10304-1
Bicarbonate	HCO ₃ ⁻	6,0	0,098	40,555%	DIN 38409 H 7
Sum		11,7	0,24	100,0%	

General Terms and Conditions

1. Controlling Provisions

The following terms and conditions shall apply to all business relationships between Hochwald Sprudel Schupp GmbH (hereinafter called "Seller") and the customer (hereinafter called "Buyer"). No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted in a writing signed by the Seller. Seller hereby objects to and rejects any proposal by Buyer for additional or different terms in connection with the goods provided. By accepting delivery of the goods from the Seller the Buyer acknowledges receipt of these terms and conditions and thereby agrees to be bound by these terms and conditions and further acknowledges that these terms and conditions comprise the only terms and conditions under which goods are supplied and that they shall not, and shall not be deemed to be, altered or varied to any extent by any previous correspondence between the Seller and the Buyer or by provision by the Buyer to the Seller or any other terms and conditions in respect of the Seller's goods.

2. Datas

The Buyer agrees to the collection, processing and use of his name, business address and other datas essential to fulfill an order.

3. Orders, Prices, Delivery

- a) Any offer is subject to change. Prices are calculated on the basis of the price list valid on the day of delivery.
- b) All offers are subject to confirmation and shall not be binding with reference to quantities, price and delivery time.
- c) Any order issued by the Buyer shall not be binding on the Seller until it has been agreed upon and confirmed by the Seller in writing.
- d) All prices are CIF (Incoterms 2010) to the port of destination indicated by Buyer and confirmed by Seller.
- e) All prices are in € (Euro) and do not include VAT.
- f) Prices are binding on Seller for the period of the contract agreed upon. If, however, there is any change of any legal provision between the date of contractual agreement and the date of delivery and if this change of law is having any influence on the contractual obligation such as additional duties or any other charges, then the Seller shall have the right to increase the purchase price accordingly.
- g) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4. Substitutions and Modifications

Seller will have the right to make substitutions and modifications at the specifications of goods sold, provided that such substitutions or modifications will not materially affect overall product performance.

5. Inspection and acceptance

- a) Upon delivery the Buyer shall immediately check quantities, weight and packaging and record any objections thereto.
- b) In case of any defect or non-conformity to applicable specifications of the goods or any part thereof that can be ascertained by a visual inspection, the Buyer shall notify the Seller within fourteen (14) days after delivery. The notice must clearly specify the defect and/or the reason of non-conformity.
- c) Failure of the Buyer to give written notice to the Seller within the term of 14 days after delivery shall constitute an irrevocable acceptance by Buyer of the goods as delivered free of defects and in conformance with the order, unless the defect or the non-conformity can not be ascertained by visual inspection.

6. Sellers warranties

- a) The Seller warrants that all goods delivered will be free from defects in material and workmanship, conform to applicable specifications, and are suitable for the purposes intended by the Buyer.
- b) All causes of action against Seller arising out of any defect or non-conformity shall expire unless brought within two years after delivery of the respective goods. If the goods are perishable - like bottled water - this period is limited by the sell-by date indicated on the packaging of the goods.
- c) The Buyer shall notify the Seller in writing and indicate defects or non-conformity, that could not be ascertained by visual inspection at delivery, within two weeks after their discovery. Upon Seller's request Buyer shall return samples of goods which Buyer considers defective or non-conform to Seller's office at Seller's expense.
- d) With respect to goods not in accordance with any such warranties, the Buyer may require the Seller
 - to replace such goods at the Seller's risk and expense;
 - in case replacement fails or Seller is unable to replace the goods or if costs of replacement are unproportional or if expenditure for replacement is unreasonable, Buyer has the right either to claim refund of such portion of the price as is equitable under the circumstances or to revoke the order. If the defect or non-conformity is trivial the Buyer does not have the right to revoke the order.
- e) Seller shall not be responsible for any losses or damages, unless liability is compulsory, e.g. according to the German Product Liability Law or in case of damage from injury to life, body or health due to negligent breach of duty by the Seller or intentional or negligent breach of duty by a legal representative of the Seller or a person used to perform an obligation of the Seller or for other damage arising from a grossly negligent breach of duty by the Seller or from an intentional or grossly negligent breach of duty by a legal representative of the Seller or a person used to perform an obligation of the Seller or because of the violation of essential contractual obligations by the Seller or by a legal representative of the Seller or a person used to perform an obligation of the Seller. Claims for damages due to violation of essential contractual obligations are, however, limited to the contract-typical, predictable and direct average damage, provided damage is not caused by intent or gross negligence.

7. Force Majeure

- a) Seller shall have no obligation to Buyer of any kind and shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond the reasonable control of Seller, including without limitation, fire, flood, storms or other acts of God, strikes, labor difficulties, acts or omissions of any third party, any governmental authority or of Buyer, compliance with governmental regulations, insurrections or riots, acts of terrorism, embargoes, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes or any other cause similar or dissimilar to the foregoing.
- b) In any such event, the delivery date will be deemed extended for a period equal to the delay.

8. Terms of Payment

- a) Buyer is entitled either to make payment of all of the purchase price in advance on the date indicated on Seller's confirmation of Buyer's order or to furnish the Seller with an "irrevocable letter of credit at sight" (L/C) issued by the Buyer's bank and securing the purchase price until delivery was made in full and accepted by the Buyer.
- b) In case Buyer opens with his bank an "irrevocable letter of credit at sight", in favor of the Seller, for the purchase price, this L/C needs to be confirmed through the bank of the Seller. The covering L/C must reach the Seller before the Seller delivers any goods. The L/C is to remain valid at least 60 days after the confirmation of the bank of the Seller, failing which the Seller reserve the right to cancel the contract without further notice and to claim from the Buyer compensation for losses resulting therefrom.
- c) The price of the goods specified in the price list does not cover any federal, state or local property, sales, service, use, excise, value added, or other like taxes of the country of destination which may be applicable to, measured by or imposed upon or with respect to an order of the goods sold by Seller. Unless prohibited by law, Buyer is responsible for and shall pay the taxes indicated in the foregoing sentence. In the event Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, the Buyer shall reimburse Seller therefore.

9. Retention of title

- a) Title to any goods supplied at any time to the Buyer by the Seller shall not pass to the Buyer, notwithstanding delivery of any goods or any documents representing them, until Buyer has discharged all claims arising from the business relationship and payment in full for any and all such goods supplied and all other amounts on any account whatsoever due from the Buyer to the Seller has been made in full by the Buyer.
- b) If the value of the goods subject to retention of title outvalues Seller's claims for more than 20%, Seller is obligated to release the excessive security.
- c) Notwithstanding the foregoing, risk in the goods shall pass on delivery of the same to the Buyer, and until such time as title in the goods has passed to the Buyer, the Buyer shall insure such goods to its replacement value and the Buyer shall forthwith, upon request, provide the Seller with a certificate or other evidence of such insurance.
- d) Until the passing of property, the Buyer shall be the bailee of the goods for the Seller and shall keep the goods in its possession and control, intact and in good condition. The Buyer shall have the right to dispose of the goods delivered in the ordinary course of business.
- e) In the event of any third party action against the goods delivered by Seller under retention of title the Buyer shall inform such third party of Seller's property and shall inform Seller about such action.
- f) If Buyer shall be in breach of contract, in particular in payment default, he shall, upon demand, immediately return to Seller all goods delivered under retention of title.

10. Buyer's duties

- a) Buyer shall inform Seller on all legal requirements on the goods and their packaging in the country of destination, including requirements on the recycling of packaging.
- b) Buyer shall at its own expense apply for and obtain any permits and inspections required for the import and sale of the goods.
- c) Seller makes no promise or representation that the goods will conform to any federal, state or local laws ordinances, regulations, codes or standards.
- d) Buyer is obliged to handle the goods in an appropriate manner and transport and store them cool, protected from frost, sun and light. Seller is not liable for any damage due to an inappropriate handling of the goods by Buyer.

11. Delivery time

- a) Seller shall use reasonable efforts to make prompt deliveries in a commercially reasonable manner.
- b) Delivery dates and estimates are not guaranteed, unless time of delivery is explicitly confirmed by Seller as „binding time of delivery“.
- c) Claims for damages due to exceeding the time of delivery are excluded.
- d) In case delivery is delayed more than two weeks Buyer is entitled to fix a reasonable term for delivery. If Seller fails to meet this term, then Buyer has the right to revoke the respective order.
- e) In any case the Seller shall not be held responsible and shall not bear any responsibility for failure or delay in delivery of all or a portion of goods in consequence of Force Majeure as indicated in No. 7.

12. Shipments

- a) All goods are shipped CIF (Incoterms 2010) to a harbor indicated by Buyer and confirmed by Seller.
- b) Risk in the goods including all risks of loss or of damage to the goods shall pass to the Buyer at such time as the goods pass the ship's rail at the port of shipment.
- c) The Seller packs the goods according to the package standard for shipments of its factory. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the goods erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer.

d) Seller will endeavor to ship all orders complete or as complete as reasonably possible. Seller will, however, ship incomplete orders upon written authorization by Buyer. In that event, Seller shall have no liability for such short or incomplete order.

e) To preserve any claims against carriers for damages or short shipments, Buyer must report any damage or short shipments in writing to Seller. This must occur as soon as possible after receipt of the goods, but in no case should exceed fourteen (14) days.

f) Buyer shall be responsible for costs and risks of unloading goods from ship and storage thereafter.

g) Seller will inform Buyer of an approximate delivery date upon order acceptance and of the actual scheduled delivery date as soon as reasonably practicable thereafter.

13. Assignment

The rights and obligations of the parties under these terms and conditions shall not be assignable unless consent to the assignment is in writing and signed by Seller and Buyer.

14. Governing Law

All orders and contracts under these terms shall be governed by and construed in all respects in accordance with German law. The UN Convention on the International Sale of Goods (CISG) shall not apply.

15. Place of Jurisdiction

The parties consent to the exclusive jurisdiction of the courts of the city of Munich, i.e. Amtsgericht München and Landgericht München I, with respect to all litigation, claims, causes of action, demands or disputes among the parties, and Buyer hereby consents to the jurisdiction of such courts.

16. Severability

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.



UNITOP
Kirmsteinstraße 6
83026 Rosenheim
Germany
Tel.: + 49 80317968848
E-Mail: info@unitop.world