



UNITOP AGENCY

CATALOGUE

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Water: Source of Life

"물-생명의 근원"은 UNITOP의 최우선 원칙입니다. 저희는 인증된 엄격한 절차를 거쳐 생산된 최상위 품질의 물을 판매하고 있는 독일 업체입니다.

저희는 깨끗하고 건강에 좋은 광천수를 저렴한 가격에 공급할 수 있는 귀사의 이상적인 파트너가 될 수 있을 것입니다.

▶독일/오스트리아/스위스에 거쳐 있는 눈덮인 알프스 산맥과 그 주변 산맥은 깨끗한 지하수의 근원입니다. 이 지역에서는 전 세계적으로 그 깨끗함과 많은 효용으로 유명한다양한 종류의 광천수를 생산해 내고 있습니다. 저희가 취급하는 광천수는 지하수에서뽑아 올리기 때문에 천연의 깨끗함을 자랑합니다. 저희 UNITOP은 다양한 광물질과 미세영양소를 함유해 인체에 크게 유용한 광천수를 공급하고 있습니다. 저희가 취급하고있는 제품은 공식적인 규제와 승인을 거친후 판매되고 있습니다. 저희가 취급하는 광천수 제품들은 엄격한 절차와 세심한 분류를 거쳐 선택되어진 것입니다.

▶ 저희는 광천수의 품질과 그 생산업체에 초점을 맞추어, 귀사에게 최고 수준의 광천수를 구매할 수 있는 기회를 제공하고자 노력하고 있습니다.

"자연의 힘", "신체/마음/영혼에 효용이 있는"등의 수식에는 저희가 취급하고 있는 광천수를 설명하기에 충분하지 않습니다. UNITOP은 가장 깨끗하고 품질이 좋은 광천수를 제공하기 위해 노력하고 있습니다. 저희는 광천수의 성분과 미세 영양소 관련하여 전세계의 모든 표준을 비교 조사해왔습니다. 그러나, 가장 중요한 사항은 저희가 취급하는 광천수는 수원지에서 바로 병에 담기기 때문에 전적으로 깨끗하고, 변하지 않아, 결과적으로 건강에도 유익합니다.

아래에 저희 UNITOP에서 공급하는 광천수의 장점에 관한 내역을 참조하시기 바랍니다.

- ▶독일의 산악자역에서 나오는 천연의 맑은 광천수임.
- ▶ 유아용 식품을 준비하기에 최적임
- ▶ 당뇨병이나 고혈압이 있는 분들에게 적합함.
- ▶독을 제거하는 효과가 있어 피부를 청결하게 하고 피하지방의 생성을 막음
- ▶ 정부의 규제로 최상의 품질을 믿을 수 있음
- ▶ 수원부분의 암석층이 편암과 석영으로 이루어져 있어, 광천수에 광물질과 미세 영양소가 풍부함

UNITOP은 광천수를 이용해 생산된 주스/소다수 음료/스포츠 음료등을 공급하고

있습니다. 모든 제품은 천연의 깨끗한 광천수로 만들어 집니다. 저온의 살균 주입방식은 음료 주입시 방부제의 사용을 피하기 위해 도입되었으며, 이러한 프로세스는 천연적이며 건강에 유익한 제품을 요구하는 소비자의 수요에 부한될 것입니다.

제품의 근간이 되는 좋은 수질과 유리한 판매 조건을 갖고 있기에, 귀사에게 자신있게 저희의 제품을 소개하는 바입니다.

▶HOCHWALD SPRUDEL 소개 (광천수 생산업체)

-광천수 수원지는 독일 남서쪽의 프랑스 국경에 인접한 고산지대의 중턱에 자리잡고 있으며, 1899년 농부인 칼 슈트에 의해 발견된 후, 1953년에 그의 아들에 의해 수동식 광천수 생산라인이 가동되기 시작해, 현재의 현대적인 모습을 갖추게 되었습니다. 참고 로 Hochwald Sprudel은 독일에 있는 214개 생수 판매자중 상위 20위권 안에 위치하고 있으며, 그 매출량이 지속적으로 들고 있습니다.



Our Highlight

2024년 중점 상품: QUOX

QUOX

- ▶ 낮은 나트륨 함량으로 유아용 음식 준비용으로 적합함
- ▶ QUOX는 독일의 산악지역에서 나오는 천연의 맑은 광천수
- ▶ 수원부분의 암석층이 편암과 석영으로 이루어져 있어, 광천수에 광물질과 미세 영양소가 풍부함
- ▶ 당뇨병이나 고혈압이 있는 분들에게 적합함.

참조용 견적가

- ▶ 최소주문량: 40피트 컨테이너 × 10개 (10 × 43,200병)
- ▶ QUOX 상표포함
- ➤ A2지 포스터 2000매 포함
- ▶ 판촉용 500 ml 생수 21,000병(20피트 컨테이너)

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The Water and it's History

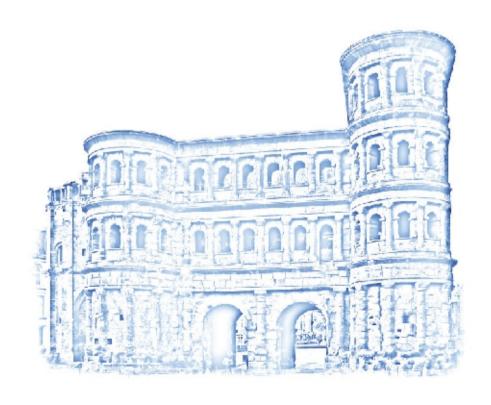
The Water and it's History

Unitop의 광천수는 몸에 좋고 풍부한 수원을 갖고 있어 신석기 시대부터 사람이 거주했던 산악지역에서 생산됩니다. 기원전 50년전 로마는 이 지역 광천수의 이점을 파악하고, 산자락에 독일에서 가장 오래된 도시를 형성했습니다. 그들은 이도시를 아우구스투스 황제를 기리는 뜻에서 "Augusta Trevorum"이라 이름지었으며, 현대에 이르러 "Trier: 트리어"라고 불리게 되었습니다. 로마인들은 2만명 가량을 수용할 수 있는 원형극장과 여러 곳의 스파를 만들었습니다. 이 때에 지어진 바르바라 목욕시설은 그당시 로마제국에서 2번째로 큰 목욕과 레저를 겸할 수있는 시설이었습니다. 이 마을은 4개의 문과 탑으로 둘러싸여져 보호되었으며, 이중 북쪽문 "검은문"은 유적으로 남겨져 보전되고 있습니다.

이 마을은 산악지역에 접하고 있는 지리적인 이점으로 손쉽게 깨끗하고 몸에 좋은 물을 얻을 수 있었습니다. 로마인들은 샘물을 이용해 음료와 목욕을 하는데 이용했습니다. 이들은 수로관을 만들어 산악지역의 물을 거주지역까지 옮겼으며, 스파에는 물을 가열할 수 있는 설비를 설치했습니다. 도시 거주민들은 뜨거운 물이 있는 스파와 지금의 사우나 같은 설비등을 선택하여 사용할 수 있었고, 깨끗한 물을 식생활에 이용할 수 있었습니다.

서기 293년 디오클레시안 황제가 이 마을을 "로마 황제 주거지"로 정한 이후로, 서로마제국 시대에 정치/군사의 요충지가 되었으며, 제 2의 로마라 불려지게 되었습니다. 황궁과 원형극장등의 대형 건물은 트리에 도시 한가운데에 우뚝 솟아있었으며, 4세기경 도시의 인구는 8만에 달해 북알프스 지역에서 가장 인구가 많은 자치도시를 형성했었습니다. 이 도시에 살았던 가장 유명한 사람중에 한명은철학자 칼막스입니다.

Porta Nigra



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스파클 광천수

- 탄산이 함유된 천연의 깨끗한 광천수
- 낮은 나트륨 함량으로 유아용 음식 준비용으로 적합함 #0.5 리터/1리터/ 1.5리터 PET병 판매



비탄산 광천수

- 탄산이 함유되지 않은 천연의 깨끗한 광천수
- 낮은 나트륨 함량으로 유아용 음식 준비용으로 적합함 #0.5 리터/1리터/ 1.5리터 PET병 판매



광천수(Medium)

- 탄산이 함유된 천연의 깨끗한 광천수
- 낮은 나트륨 함량으로 유아용 음식 준비용으로 적합함 #0.5 리터/1리터/ 1.5리터 PET병 판매



프리미엄 (호텔 및 레스토랑용)

- 저 나트륨
- 탄산이 함유된 천연의 깨끗한 광천수 #0.7리터 유리병 판매



눝

Soft Drinks



Orange

- 오렌지 4% 함유된 음료
- 비타민 C 첨가 #1 리터 PET병 판매



Lemon

- 레몬 소다수
- 천연 레몬맛 #1리터 PET병 판매



Lemon Kiss

- •레몬향의 저 나트륨 함유 광천수
- 이산화 탄소가 함유된 Zero 칼로리 음료 #1리터 PET병 판매



Crazy Woodruff

- 어린이용 음료
- 선갈퀴 아재비맛 #1리터 PET병 판매



Sport light

- 이온음료
- 감귤류 맛(설탕 및 감미료 첨가) #1리터 PET병 판매



탄산수로 갈증을 해소하세요. 모든 저희 상품은 깨끗한 천연 광천수를 이용하여 만들어집니다. Soft Drink 품목은 소비자의 입맛에 잘 맞춰져 지친 일상에 기쁨과 상쾌함을 더해 줄 것입니다.

Spritzers & Fruit Drinks

ACE



- 오렌지/레몬/당근을 혼합한 복합 비타민 음료(광천수 사용)
- 주스 30% 혼합
- 비타민 C와 E 함유
- 베타 카로틴에서 비타민A 추출
- #1리터 PET병 판매



Fruit & More

- 녹차 추출물과 비타민을 함유한 복합 과일 음료
- 오렌지 주스 11% , 탄제린 주스 5%, 사과주스 5%, 레몬주스 4% 혼합
- 비타민C/B6/B 12 함유 #1리터 PET병 판매



Fruity - lite

- 사과-산딸기맛 함유 광천수
- 과일 성분 20% 함유
- 인공색소/방부제 미사용
- 오로지 천연향만 사용 #1리터 PET병 판매



Fruity - lite

- 배-포도-파인애플 맛 광천수
- 과일성분 20% 함유
- 인공색소/방부제 미사용
- 오로지 천연향만 사용 #1리터 PET병 판매



Spritzers & Fruit Drinks 품목은 과밀맛 음료와 천연의 광천수를 즐기는 분들이라면 모두 그 맛을 좋아하실 것입니다.

HSQ Drinks



Silencio (사과-레몬-자두)

- 녹차 추출물 함유 사과-레몬-자두 함유 음료
- 탄산가스 무첨가
- 녹차 추출물과 과일주스가 조화된 음료수(광천수 사용)
- 방무제 미사용
- #1리터 PET병 판매



Silencio (배-마르멜로<모과류>)

- 차 추출물이 첨가된 배-마르멜로 함유 음료
- 탄산가스 무첨가
- 차 추출물과 과일주스가 조화된 음료수(광천수 사용)
- 방무제 미사용 #1리터 PET병 판매



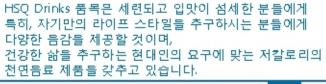
Fruit & Active (사과-배)

- •과일주스 농축액으로 만든 사과-배 함유 음료
- •스위트너 사용
- •과일성분 50% 함유
- •천연 광천수 사용
- 인공색소/방부제 미사용
- #0.75리터 PET병 판매



Fruit & Active (사과-Red currant)

- •과일주스 농축액으로 만든 사과-red currant 음료
- •스위트너 사용
- •과일성분 50% 함유
- •천연 광천수 사용
- •인공색소/방부제 미사용 #0.75리터 PET병 판매







Apple-Spritzer

- •탄산이 첨가된 사과맛 음료
- •과일성분 55 % 함유
- •설탕 미첨가
- •방부제 미사용
- #0.5/1.0리터 PET병 판매



Apple-Cherry-Spritzer

- •탄산이 첨가된 사과-체리맛 음료
- •과일성분 55 % 함유
- •방부제 미사용 #0.5/1.0리터 PET병 판매



Water + Apple

- 저 나트륨 함유
- 천연 광천수를 사용한 사과맛 음료
- 과일성분 3.6% 함유
- 인공색소/방부제 미사용 #1.5리터 PET병 판매



Water + Raspberry

- •저 나트륨 함유
- •천연 광천수를 사용한 산딸기 맛 음료
- •과일성분 3.6% 함유
- •인공색소/방부제 미사용 #1.5리터 PET병 판매



Water + Cherry

- •저 나트륨 함유
- •천연 광천수를 사용한 체리맛 음료
- •과일성분 3.6% 함유
- •인공색소/방부제 미사용 #1.5리터 PET병 판매



Bio Apple



- •과일주스 60% 함유
- •유럽 유아식품 관련 규정에 부합
- •방부제/설탕/인공향 무첨가
- •유기농 재배 •글루텐 미사용
- •광천수 사용(저 나트륨) #0.5리터 PET병 판매

Bio Grape-Pear



- •과일주스 60% 함유
- 유럽 유아식품 관련 규정에 부합
- •방부제/설탕/인공향 무첨가
- •유기농 재배 •글루텐 미사용
- •광천수 사용(저 나트륨) #0.5리터 PET병 판매

Bio Apple-Strawberry-Cherry



- •과일주스 60% 함유
- 유럽 유아식품 관련 규정에 부합
- •방부제/설탕/인공향 무첨가
- •유기농 재배 •글루텐 미사용
- •광천수 사용(저 나트륨) #0.5리터 PET병 판매

Bio Red-Fruits



- •과일주스 60% 함유
- 유럽 유아식품 관련 규정에 부합
- •방부제/설탕/인공향 무첨가
- •유기농 재배 •글루텐 미사용
- •광천수 사용(저 나트륨) #0.5리터 PET병 판매



| Product | ml | PET |
|--|--------------|--------|
| | | |
| MINERAL WATER | | |
| 스파클 광천수 | 500 | х |
| | 1000 | X |
| | 1500 | X |
| 비탄산 광천수 | 500 | Х |
| | 1000 | Х |
| -2-12-1-1-1 | 1500 | Х |
| 광천수(Medium) | 500 | X |
| | 1000 | X X |
| 프리미엄 (호텔 및 | 1500 700 | glass |
| | 700 | Riass |
| SOFT DRINKS, 탄산수로 갈증을 해소하세요. | | |
| Orange | 1000 | Х |
| Lemon | 1000 | Х |
| Lemon Kiss | 1000 | Х |
| Crazy Woodruff | 1000 | X |
| S port Light | 1000 | Х |
| SPRITZERS AND FRUIT DRINKS, it's all in the mix | | |
| ACE | 1000 | Х |
| Fruit & More | 1000 | Х |
| Fruity-lite (Apple-Wild Berry) | 1000 | Х |
| Fruity-lite (Pear-Grape-Pineapple) | 1000 | Х |
| HSQ Drinks 제품군은 세련되고 입맛이 섬세한 분들에게 | | |
| Silencio (사과-레몬-자두) | 1500 | Х |
| Silencio (배-마르멜로<모과류>) | 1500 | Х |
| Fruit & Active (사과-배) | 750 | Х |
| Fruit & Active (사과-Red currant) | 750 | X |
| HSQ Apple Spritzer | 500 | Х |
| uno tafal chama caritan | 1000 | X |
| HSQ Apfel-Cherry- Spritzer HSQ Water + Apple | 500 | X X |
| nod water + Apple | 1000 1500 | X |
| HSQ Water + Raspberry | 1000 | X |
| in a visite visi | 1500 | Х |
| HSQ Water + Cherry | 1000 | Х |
| BARVIC WORLD | 1500 | Х |
| BABY'S WORLD | | |
| Bio Apple | 500 | Х |
| Bio Grape-Pear | 500 | X |
| Bio Apple-Strawberry-Cherry | 500 | X |
| Bio Red-Fruits | 500 | X |
| Bio Apple-Orange Pineapple | 500 | Х |

13 UNITOP AGENCY

Packaging, Labeling & Delivery

포장 & 운송

OEM

▶ 수요가의 요청에 따라 OEM방식으로 진행 가능

주문

최소주문수량: 40feet container 1개▷ 공급가능 CAPA.: 500,000리터/1주

▶ 병당 무게(뚜껑 포함)

-518 g per 500 ml/병

-800 g per 750 ml/병

-1040 g per 1000 ml/병

-1563 g per 1500 ml/병

포장 & 운송

▶ 납기: 주문후 44일

▷포장

-500 ml: 1케이스=12병,1 파레트=144케이스, 40피트 컨테이너당 25 파레트-1,000ml:1케이스=6병, 1파레트=175 케이스, 40피트 컨테이너당 22.5 파레트-1.5 리터:1케이스=6병, 1파레트=126 케이스, 40피트 컨테이너당 22.5 파레트













LABORUNION

Prof. Höll & Co. GmbH

Institut für Analysen, Gulachton, Beratung und Qualitätssicherung Hailwassor, Milleralwasser, Trinkwassor, Pelaido, Gase

Suchverständige und Cegenproforosachverständige

Zugelassone Dhierarchungsstelle notat: § 74 AMG für Heilwosser und Peloide TrinkwV 2001 and § 44 ft. IfSG

Nack DIN EN ISO / IEC 17025 akkredifiartes Priifiaboratorium DAP-9-2699.79 und AKS: *20305-EU Stoofiche Akseditororgistelle Farrover

Analysen-Nr.: LE10214 - 0003

Seife 2 von 4 zum Schreiben vom 24.09.2010

Chemische Untersuchungen IONENBILANZ

| | | Massen- konzentration mg/l | Äquivalent konzentration mmol/ | Aquivalent- anteil | Verfahrens- kennzeichen |
|------------------|--------------------|----------------------------------|--------------------------------------|-----------------------|----------------------------|
| Netrium | Na * | 2,3 | 0,100 | 29,263% | DIN ISO 9964 - 3 |
| Kalium | К* | 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 24 | 1,7 | 0,067 | 25,508% | DIN EN ISO 11855 |
| Stronfium | Sr 2+ | < 0,05 | | | 1 V-LU 03: 81-AA\$ |
| Eisen | Fe ^q ⊁ | < 0,01 | | | DIN EN 180 11885 |
| Mangan | Mn 2+ | < 0,01 | | | D'N EN ISO 11885 |
| Ammonium | NH ₄ + | < 0,01 | | <u> </u> | DIN 3840\$ E 5 |
| Summe | | 6,3 | 0,34 | 100,0% | |
| Fluorid | F- | < 0,20 | | | DIN EN ISO 10304-1 |
| Chlorid | CI- | 3,6 | 0,100 | 41,413% | DIN EN 180 10304 1 |
| Bromid | Br- | < 0,050 | | | DIN EN ISO 10304-1 |
| Bromat | BrO₃ · | < 0,002 | | | CIN EN ISO 16061 |
| lodid | 1- | < 0,005 | | | DIN 38405 D 33 |
| Sutfat | SO ₄ 2- | 2,1 | 0,044 | 18,032% | DIN EN ISO 10304-1 |
| Nitrit | NO ₂ - | < 0,005 | ļ | | DIN EN 26777 |
| Nitrat | NO ₃ - | < 0,50 | | | DIN EN ISO 10904-1 |
| Hydrogencarbonat | HCO3 · | 6,0 | 0,098 | 40,555% | DIN 38409 H 7 |
| Summe | | 11.7 | 0,24 | 100,0% | |

[ে] দ unterhalti der Beellimmungsprenze; mit der angegebetren Matticce nicht bestimmber ক - Spur, d.h. noch গুলটামনান্তৰ, jarkoth unterhalt der Beellimmungsgrenze

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 crosschecking

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

lon balance

| | | Mass concentration mg/l | Normality mmol/l | Milliequivalent | Standard |
|---------------|---------------------|----------------------------|---------------------|-----------------|--------------------|
| Sodium | Na ⁺ | 2,3 | 0,100 | 29,263% | DIN IS O 9964 - 3 |
| Potassium | K+ | 0,55 | 0,014 | 4,133% | DIN IS O 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 |
| Mangan ese | Min ²⁴ | <0,01 | | | DIN EN ISO 11885 |
| Ammonium | NH₄+ | <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 | 5 O 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 |
| Bicarbon at e | H CO ₅ - | 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 a 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 (In coterms 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. In spection 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 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 on 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 (Incoterm's 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 erron eously as a result of in accurate, in complete 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.

Notes



UNITOP

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