

ExxonMobil Production Deutschland GmbH

Riethorst 12 · 30659 Hannover
Postfach 51 03 10 · 30633 Hannover
Telefon +49-(0)511-641-0
Telefax +49-(0)511-641-1000
Internet: www.exxonmobil.de



Buyer's address:

Date:

Dear Mr. / Mrs. _____,

We would like to sell you the materials as described below against invoice to the offered price (plus VAT). The insurance and transport will be charged to you.

Description of Materials:

Price: plus VAT

Please sign this Sales agreement as your approval with the Terms and Conditions of Sale.

We will send you an invoice upon receipt of your approval.

Terms and Conditions of the Sale:

This sale is conducted to the exclusion of all warranties and without the giving of any assurances to the effect that the object of the sale has particular characteristics. Seller shall only be unlimitedly liable for damages, caused by his gross negligence or willful misconduct; for any injury to life, limb or health; for any breach of any essential contractual obligation; for any claim that is asserted in connection with the German Product Liability Act (Produkthaftungsgesetz) and for any violation of a guarantee. An "essential contractual obligation" shall mean any duty whose fulfillment is indispensable for due performance of the Agreement, i.e. any duty that either party could have reasonably expected the other party to fulfill as a matter of course. Any further liability on Seller's part is excluded.

Gesellschaft mit beschränkter Haftung · Sitz Hannover
Handelsregister: Amtsgericht Hannover HRB 60 424
Vorsitzender des Aufsichtsrats: Gregg A. Wechsler
Geschäftsführung: Florian Barsch, Jens-Christian Senger
Bankverbindung: Bank of America, Frankfurt/Main,
BLZ 500 109 00, BIC: BOFADEFX, Konto 6019-17900018,
IBAN: DE23500109000017900018
Für US-Dollar Zahlungen: Bank of America, London,
BIC: BOFAGB22, Konto 6008-65144017,
IBAN: GB05BOFA16505065144017,
UST-ID-Nr.: DE813507377

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Ein Mitglied der **ExxonMobil** Organisation

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The applicable limitations of liability will be valid in relation to ExxonMobil Production Deutschland GmbH and their employees, representatives and vicarious agents. If the liability in accordance with the foregoing provisions is excluded, the Buyer releases the Seller from any liability.

Upon resale of the materials you have to ensure that the conditions of resale comply with the current National, European and U.S. Export Regulations, as far as applicable and have to preclude a resale to terrorist organizations.

The material shall remain the property of the Seller until full payment has been made.

This Agreement shall be governed by and construed in accordance with the laws of Germany without reference to international private law and without the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for both parties shall be Hanover, Germany. Any amendments, corrections or other changes to this Agreement, including this clause, have to be made in writing (no Email or telefax) to be valid and binding. This Agreement constitutes the entire agreement between Buyer and Seller in regard to Equipment, and it supersedes all prior negotiations, representations, or agreements, either oral or written, related to Equipment and this Agreement.

Should any of the above clauses be invalid in whole or in part, this shall not affect the validity of the rest of the Outline Agreement. The Parties agree that any such invalid clause shall be replaced by one that is valid and that most closely matches the intent of the invalid clause. It is the express will of the Parties to the Agreement that sentence 1 above shall not serve to merely reverse the burden of proof, but that Section 139 of the German Civil Code (BGB) shall be waived in its entirety.

Seller: **ExxonMobil Production Deutschland GmbH** Buyer: _____

Signature: _____ Signature: _____

Name: **Bernd Rumpf** Name: _____

Date of signature: _____ Date of signature: _____

The Terms & Conditions of this sales agreement are fully accepted by the buyer through his signature.

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