

Pipetec GmbH - Purchase and delivery terms**§ 1 General**

1. All offers, deliveries and services are subject exclusively to our terms and conditions. They constitute part of all contracts that we, Pipetec GmbH, conclude with the purchaser for deliveries or services. Older terms and conditions hereby lose their validity.

2. Terms and conditions of the purchaser do not apply, even if we do not explicitly object to their validity in the individual case.

3. These terms and conditions shall also apply to all future offers, deliveries and services to the purchaser, even if they are not specifically agreed once again.

§ 2 Offer and conclusion of contract

1. Offers are subject to confirmation and non-binding. All contracts concerning deliveries and services, other agreements and legally relevant declarations require confirmation in writing or by fax to be valid. This also applies to supplements and amendments.

2. Information on the object of the delivery or service (e.g. weights, dimensions and technical data) and representations of this information (e.g. dimensional drawings and illustrations) are merely indicative. They do not constitute guaranteed properties, but rather descriptions or indications of the delivery or service.

3. Deviations customary in the trade and deviations due to legal provisions or technical improvements are permitted insofar as they do not impair the usability for the contractually intended purpose.

4. We shall retain ownership or copyright for offers, cost estimates, dimensional drawings, calculations, descriptions, models, tools and other documents and resources supplied to the purchaser. The purchaser may not utilise, reproduce or disclose the aforementioned to third parties without our express consent. It must return all of the aforementioned to us on request, in full and without retaining copies.

§ 3 Prices, transportation charges, packaging, packaging units,

Return of non-defective goods

1. The goods shall be charged at the prices valid on the order confirmation date, plus the valid statutory VAT. The prices shall apply to the scope of service and delivery listed in the order confirmation. Additional or special services shall be charged separately. If no order-specific or client-specific price agreements have been made, orders placed shall be executed based on the respective valid list prices on the order confirmation date.

2. However, if a delivery period more than four months from our order confirmation date is agreed or the delivery can only be made more than four months after order confirmation for reasons attributable to the purchaser, we reserve the right to charge the prices applicable on the delivery date.

3. Goods shall be transported ex works and/or from our warehouse to the destination of the purchaser at the expense and risk of the latter. This shall also apply if freight-free delivery is agreed.

4. In the absence of special instruction and/or corresponding agreements, we shall select the means and route of transport based on due commercial discretion. The costs shall be borne by the purchaser. This shall also apply if freight-free delivery is agreed. The packaging is free of charge and shall not be taken back. We sell only the packaging units listed in the catalogue. Only sample parts may be supplied loose.

5. The return of non-defective goods delivered shall only be permitted if we have approved the return before the return shipping in writing or by fax. The approval of the return shall always be subject to the goods being returned in their original packaging, undamaged and suitable for resale. For returns of non-defective orders the purchaser must pay a transaction fee of 20 percent of the sale price, unless agreed otherwise in the individual case. Non-defective delivered goods that are returned without our approval or returned not in their original packaging, damaged and in a non-resalable condition, shall remain purchased and must be paid for by the purchaser. We may send back these goods at any time at the expense of the purchaser.

§ 4 Delivery periods, deadlines, rescission, transfer of risk

1. Delivery periods and deadlines and service periods and deadlines shall always be approximate, unless a fixed period or deadline has been agreed. Where shipping has been agreed, the delivery periods and deadlines shall refer to the date of transfer to the forwarding agent, freight forwarder or other person or company entrusted with transportation. Furthermore, the readiness to dispatch in good time shall suffice for the preservation of delivery deadlines and periods, provided this is communicated to the purchaser.

2. The term of the delivery and service periods shall not begin before receipt of any payment agreed. Delivery and service periods shall be extended for as long as the

purchaser fails to meet its obligations under the business relationship with us. Delivery and service deadlines shall shift accordingly.

3. On request, the purchaser must verify that no legal hindrances in its sphere pose obstacles to the delivery. We are entitled to withhold any delivery affected by such a hindrance until corresponding verification is received. If the verification is not provided within a certain period that we deem appropriate, we may fully or partially withdraw from the contract due to this non-fulfilled part of the order.

4. In the event of force majeure and other unforeseeable, disruptive events at the time the contract is concluded (e.g. operational malfunctions of any kind, difficulties in material or energy procurement, transport delays, strikes, lockouts, shortage of workforce, energy or raw materials, official measures) that are not attributable to use and that considerably impede or prevent our delivery or service, we are entitled to rescind the contract, provided the impairment is not temporary in nature. In the event of temporary impairments, the delivery and service periods shall be extended or shifted by the period of impairment, plus an appropriate start-up period. This also applies to non-deliveries, incorrect deliveries or late deliveries that we may receive from other suppliers. Insofar as the purchaser cannot be expected to accept the delivery or service as a result of the delay, it may rescind the contract by means of immediate written declaration to us. Claims for damages shall be excluded in these cases. This regulation shall also apply accordingly in the event of difficulties in obtaining the necessary official permits, e.g. import licences or approvals, irrespective of whether these difficulties could have been identified by us at the time of concluding the contract.

5. Excess or short deliveries customary in the trade shall be permitted. Reasonable partial deliveries shall also be permitted. Each partial delivery shall thus be deemed an independent transaction.

6. The risk shall be transferred to the forwarding agent, freight forwarder or other person or company entrusted with transportation no later than upon transfer of the delivery item. This shall also apply where partial deliveries are made. If the transfer or shipping is delayed due to circumstances attributable to the orderer, the risk shall be transferred to the orderer on the date of dispatch readiness.

7. The goods shall be insured against damages in transit only upon express request and at the expense of the orderer.

§ 5 Liability for defects

1. The information contained in this price list, product information or other brochures, advertising materials, descriptions, etc. is based on our latest knowledge and experience. The application, utilisation and processing is beyond our control. All information is therefore to be deemed approximate and shall not constitute any specification of quality. It is not grounds for any quality or durability warranty. The purchaser shall be responsible for examining the suitability of our products for the intended purpose.

2. The purchaser must inspect the delivered goods immediately. We must be notified of obvious defects in writing and within eight days of receipt of the goods; other defects must be reported immediately after they occur. We accept no liability for defects that are not reported promptly.

3. If the purchaser accepts faulty goods despite being aware of the defects or does not know of the defects as a result of gross negligence, it shall be entitled to assert claims and rights only if it has reserved the right to do so upon receipt of the goods.

4. In the event of justified claims, we shall remedy or replace the defective item delivered at our discretion. Dismantling and installation costs and any costs associated with the supplementary performance, particularly transport, road, work and material costs, shall not be borne by us if and to the extent that such costs were incurred or increased because the orderer installed or processed the item delivered, even though defects were recognisable.

5. Claims pertaining to defects of the item shall be refused if there is only a minor deviation in the delivered goods from the agreed quality, a minor impairment to usability, in the case of natural wear and tear, any damage caused by force, improper handling or use, excessive strain, effects of the elements or in the event of arbitrary interference with the goods initiated by the purchaser, and performed by itself or a third party.

6. All claims for item defects shall expire twelve months after delivery. For defects in delivered items that have been used for construction in accordance with their standard usage and such use has caused defects, the statutory period of limitation shall apply. For damage due to item defects we shall be liable only within the scope of § 6 below. Claims asserted by the purchaser from ongoing declarations, which we have expressly issued in writing in connection with deliveries, shall be unaffected by the aforementioned provisions.

PURCHASE AND DELIVERY TERMS

§ 6 Liability for compensation due to fault

1. The liability for compensation, insofar as there is fault, is excluded or limited in accordance with the following provisions. This shall apply for any reason, e.g. breaches of obligation pursuant to §§ 280 German Civil Code et seq. in the event of impossibility, delay, defects and for liability from tortious acts.

2. In the event of minor negligence on the part of institutions, legal representatives, employees or other vicarious agents, we shall not be liable unless this liability concerns death, injury or impaired health.

3. In the event of gross negligence by employees (excluding senior management) or other vicarious agents, we disclaim all liability unless this liability concerns essential contractual obligations or death, injury or impaired health.

4. The liability for all damages shall be limited to the highest amount pursuant to § 5 (1) per claim.

5. In all cases our liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract and resulting from a breach of contractual duties or negligent act.

6. The aforementioned rule does not constitute a reversal of the burden of proof to the disadvantage of the purchaser.

7. Claims asserted by the purchaser from other declarations, which we have expressly issued in writing in connection with deliveries, as well as mandatory legal claims of the purchaser, particularly pursuant to the German Product Liability Act, remain unaffected.

§ 7 Retention of title

1. We shall retain ownership of all delivered goods (reserved goods) until the purchaser has paid the purchase price for all delivered goods and all other outstanding payment obligations arising from the business relationship.

2. In the event of breach of contract by the purchaser, e.g. default of payment of receivables, we may prohibit the purchaser's use or consumption of the reserved goods or repossess the reserved goods. The redemption of goods shall only constitute a rescission of the contract if we declare this in writing. After redemption we shall be entitled to dispose of the goods, whereby the revenue, minus appropriate disposal costs, shall be credited to the liabilities of the purchaser.

3. The purchaser shall transfer to us any purchase price receivables to which it is entitled from customers from the resale of the reserved goods or other sales transactions, or other remuneration claims including all ancillary rights. They shall serve as collateral to the same extent as the reserved goods. The customer shall be entitled and authorised to resell or dispose of the reserved goods in another manner only if it is guaranteed that the receivables from this transaction will be passed to us. Only we, the manufacturer, shall be entitled to process or transform the delivered reserved goods. If the (co-)ownership is lost through merging, it is hereby agreed that the (co-)ownership of the purchaser in the merged item shall be transferred to us ad valorem to protect its claims.

4. In the event of recourse by third parties to the reserved goods, e.g. attachment, the purchaser shall indicate our retention of title and inform us immediately. If the third party is unable to reimburse the costs incurred in this regard, the purchaser shall be liable for them. The orderer shall store the reserved goods on our behalf. It must insure them against fire, theft, and water damage.

5. The purchaser shall be authorised to collect receivables assigned to us until further notice. We may not assert this right of withdrawal if the purchaser has duly fulfilled its payment obligations under the business relationship and if no circumstances that considerably limit the credit rating of the purchaser are known of. If the preconditions to exercise the right of withdrawal exist, we may request that the purchaser disclose the assigned receivables and their debtors, provide all information required to collect these receivables, deliver the associated documents to us and inform the debtor of the assignment. We may also inform the debtor of the assignment ourselves.

6. If the achievable value of all existing securities exceeds the secured claims by more than 20 percent in total, we shall be obligated to release securities of our choice upon the purchaser's request.

§ 8 Payment terms, discount

1. Unless by prior written agreement to the contrary, invoices shall be payable immediately upon receipt of invoice, with no deductions and free of charges, no later than the final payment date indicated on the invoice.

2. The purchaser shall be in default of payment upon issuance of a reminder

notice after the due date, with no reminder upon expiry of the payment date indicated in the invoice, but no later than 30 days after the due date and receipt of an invoice. We shall be entitled to charge EUR 2.50 for each reminder notice. If the purchaser is in default of payment, interest at 5% (five percent) above the respective base rate shall be applied to the payment during the period of delay pursuant to § 247 (1) German Civil Code. For legal transactions that do not involve a consumer, the rate of interest shall be 8% (eight percent) above the base rate. The assertion or demonstration of a higher or lower amount of damage due to default is reserved. If the purchaser is in default of payment of an invoice, all receivables due from the purchaser under the business relationship shall be payable immediately. We shall then be obligated to make further deliveries only subject to advance payment.

3. Cheques and bills of exchange shall be accepted only at our discretion and for payment only. The expenses and costs of bills of exchange and the risk of timely presentation and protest shall be borne entirely by the purchaser.

4. Discounts are expressly not agreed. The discount can only be accepted if it has already been agreed in the order confirmation and the invoice is settled within the agreed payment term.

5. The retention of payments due to counter-claims or the set-off with counter-claims by the purchaser shall only be permitted if these counter-claims are undisputed or established by law.

§ 9 Other provisions

1. The place of performance for all obligations from the contractual relationship is 72406 Bisingen.

2. The place of jurisdiction for all disputes that may arise from the business relationship is 72406 Bisingen, provided the purchaser is a merchant, legal entity under public law or special fund under public law.

3. The business relationships is governed exclusively by the law of the Federal Republic of Germany.

4. With the exception of the regulations on ordinary retention of title in § 7 no. 1 and no. 2, these terms and conditions shall apply only to persons carrying out commercial or self-employed business activities at the time the contract is signed (entrepreneur), provided that the contract is part of the commercial enterprise; to companies; to legal entities under public law; and to separate estates under public law.

5. If one or more individual clauses of these terms and conditions are or become ineffective in part or in full, the effectiveness of the remaining part and/or clauses shall remain hereby unaffected. The ineffective clause and/or ineffective part of the clause shall be replaced by a legally effective provision that comes closest to the intention of the ineffective clause.

Note:

The purchaser hereby acknowledges that data from the contractual relationship shall be retained for the purpose of data processing pursuant to § 28 Data Protection Act and that we reserve the right to transfer the data to credit insurers for the purpose of credit insurance.

Subject to changes at any time - Version: 07/2014 – Pipetec GmbH