

General Terms for Delivery and Sales Edition 03-2015

Our deliveries – hereunder we also understand any performance and advisory performance as well as side performances – are executed according these “General Terms for Deliveries and Sales” which follow, if nothing else is agreed upon in writing. The buyer acknowledges and agrees to these „General Terms for Deliveries and Sales“ as long as he has not opposed them in writing prior to shipment. Other terms, especially “procurement Terms of the buyer are valid only, if we have agreed to them in writing.

1. Conclusion of an Order

- a) Our proposals and offers are without obligation if not stated otherwise. All documentation to our proposals or offers like drawings, pictures or any other sort of information is only approximate as long as nothing is stated otherwise in writing. On all cost calculations, drawings or other documents we retain all rights and ownership, and it is not permitted to pass them on to any third party. The purchaser is obliged to treat all drawings or information confidential and pass them on to any third parts only, if the seller has agreed to it in writing.
- b) All orders are legally binding only, after we have confirmed them in writing or have agreed to their shipment. Any other side terms especially verbal ones, need to be confirmed in writing to become legal part of an order.

2. Scope of Supply

For the scope of supply our written order acknowledgement is decisive. Any side supplements or changes need to be confirmed by the supplier in writing.

3. Price Basis

- a) Our prices are, due to special agreements, based on „Ex-works, including loading“ but without packing and transport insurance. In Germany or for a Germany based delivery we add the value added tax in its current legal amount. Our minimum order value is € 150,- net/net. For any order below €150,- we ask for a minor order adder of € 30,- Payment discount or other agreements like free delivery etc. are excluded on orders below our minimum value.
- b) For any orders with special conditions the warrantee is one year, for soft-sealing and wearing parts three months.

4. Payment Conditions

- a) Our prices are fixed from order placement to shipment.
- b) Unless agreed otherwise in writing our invoices are to be paid „within 30 days after the invoice date, net without any deduction“.
- c) We accept discountable and correctly taxed bank draft as payment, if prior agreed upon in writing. Discount, allowances and draft tax are on the account of the buyer.
- d) Does the buyer not keep the agreed payment period he is automatically in delay. Due to this delay we have the right, without proof of damage, to charge interest in the amount as a bank will charge at the location of our head office. In this case all invoices and other receivables are also due with immediate effect; the buyer is in delay with these as well.
- e) The delay or a summation from a supplier argued counter demands are excluded unless they are agreed by us or legally constituted.

5. Delivery Time

- a) The delivery time starts with sending our order confirmation but not before all documents, acceptances, approvals or other legal actions needed for the order have been received resp. all agreed down payments are received.
- b) The delivery time is considered fulfilled if the goods have left our works on the agreed date or we have declared readiness for shipment on the agreed date.
- c) The delivery time is prolonged accordingly if strikes, lock-out or other unforeseen actions which are outside the influence of the supplier and which have influence on the manufacturing of the goods in questions. This is also to be considered if such circumstances occur at sub-suppliers. These circumstances are not on the supplier if they occur during a delay. The supplier will communicate such circumstances as soon as possible.
- d) Is the order execution impossible due to such a hindrance is the seller eligible to cancel the order without giving up our claim of partly deliveries or the like. Any claims by the buyer due to such a cancellation are excluded.
- e) If the buyer suffers any damage due to such a delay, he is entitled to compensation of ½ per cent, max. five per cent in total, excluding any further liability, for that part which cannot be used on time.
- f) For any delay for which the buyer is responsible there will be a ½ per cent storage charge per month of the order amount. The supplier is entitled to make use of the goods being delayed by the buyer after he has made an adequate prolongation of the delivery.

- g) The compliance of the delivery time on the sellers site requires the contractual fulfillment on the buyer site.

6. Quality, Dimensions and Weights

- a) The buyer determines the quality of the material. Dimensional, weight and quality deviations within the usual tolerances according DIN-/EN standards are permissible.
- b) In no case do we assume any responsibility or liability that the supplied goods are suitable for the intended use by the buyer. Therefore we refuse any further liability of any damage which can occur in connection with the use of our products in any further handling or treatment.

7. Transfer of Perils and Acceptance

- a) The perils are transferred latest on handing over to the buyer –on shipment – also if using our transportation means – with ending of the loading a tour works.
If the transfer resp. the transport or collection is delayed due to reasons for which the buyer is responsible, the perils are transferred at readiness for shipment declaration from the seller.
- c) Upon request by the buyer the seller concludes in the name and on behalf of the buyer an insurance for theft, damage, transport, fire and water damage or other risks alike.
- c) Supplied goods have to be collected even if they have minor damages, not eliminating the rights of para. 8
- d) Partial delivery is permissible

8. Reservation of Proprietary Rights

- a) Up to the complete fulfillment of all contractual terms, also of any upcoming future requests; especially any financial requests, independent out of what claim, all goods remain our property.
- b) The supplier is entitled to insure the goods against theft, breaking, fire water and other damages if not otherwise instructeds by the buyer.
- c) Machining or mounting of goods as under a) can only be done as under §950 of BGB (German Law Book) without obligation to us. Any further assembly of our goods are goods as under a) and entitles us partially on the rights of the newly generated goods.
- d) The buyer may sell the goods to a third party only if he is not in delay with payment and that e) and f) are fulfilled. Other dispositions are not allowed.
- e) Claims from the buyer to any third party is already assigned to the supplier. They are also securities on the paraphernal properties.
- f) Does the buyer sell the paraphernal properties together with othger goods the assignment is for the invoice amount only. On sold paraphernal goods within joint ownership acc. c) the assigned value is as the joint ownership.
- g) The buyer has the right to collect claims acc. d) and e) until we withdraw it. The buyer is not entitled to transfer any claim out of paraphernal properties. Upon our request he is obliged to inform his client about our claim and give all data to collect draw the payment.
- h) If the value of the existing securities the value of the requests by more than 20%, we are obliged to release the securities. Is there a distraint or any other claim from a third party the buyer must inform us thereof immediately.
- i) If the buyer does act contrary to the contract, espacially on delay of payment, the seller is entitled, after a reminder, to take back the goods and the buyer is obliged release it. The enforcement of the reservation of the property rights as well as any distraint does not constitute any withdrawal of he contract.
- j) The same shall apply on the supplied packing. Any packing remain our property either it is exchanged or paid for. Is a exchange packing not equalized within four weeks, we have the right to charge for the packing.

9. Warranty

- a) For any fault on our delivery or performance as well as the lack of any warranted characteristics, which occur after the transfer of perils, within 24 months after shipment date, 6 months on diaphragms or other softsealing material or wearing parts, we warrant, after immediate written claim by the buyer, in the way we choose at the buyer'spermises or in one of our works or we supply replacments. The replacement supply

does in no way includes any disassembly, assembly or mounting. Replaced parts will be going into our possession.

Any claim on the goods outside Germany is limited to such services which would have occurred at the crossing of the German border. Is the shipment delayed by more than twelve months without the sellers fault, the warrantee ends latest after 12 months.

For major accessories warranty is limited to the warranty given by the particular supplier.

- b) No warranty is granted if one of the following reasons apply
- c) Inappropriate or improper use or faulty mounting or assembly resp. commissioning by the buyer or any third party. Natural wear and tear, faulty or neglectful operation or handling, inappropriate use of operating funds, improper mounting by any third party, disregard of our Installation, Maintenance and Operating instructions for Valves in general and in particular, disregard of the DIN 19 630, faulty construction or earth works, chemical or electrical influences if they are not the fault of the seller.
- d) In order to do all necessary repairs and replacement supplies the buyer is obliged, after being informed by the seller, to give the required time and possibility to execute the work on a warranty claim otherwise the seller is liberated from the necessary actions to fulfill his warranty obligations.
In case that the seller has not complied with his obligations to rectify any default or if the replacement is not fault free resp. not executed at all, also not after giving another time to react and its fruitless passing, the buyer can only claim a reduction of on the contract price.
Does beyond this reduction no agreement the buyer can claim an annulment of the contract. Any other claim, direct or indirect damages or losses are, as far as legal, explicitly excluded.
- e) The cost of the repair, the replacement as well as for any additional direct cost to execute the repair or replacement, as long as they can justly be claimed, based on the individual case, are born by the supplier as long as the warranty claim is deemed doubtless. All other cost specifically disassembly and assembly as well as any earth or other road work, are born by the buyer resp. any third party.
- f) For any repair or replacement supplies the warranty is 3 months after completion or shipment, but no longer than the original warranty period of the goods supplied.
The period of the liability of defects will be prolonged by the time of the operation interruption due to the repair or replacement
- g) Due to improper changes executed by the buyer or any third party without our permission, our liability resp. warranty thereof is void for any resulting damage.
- h) Any further claims of the buyer, especially on direct or indirect damages, which are not directly occurred on the supplied goods, are excluded.
This waiver of liability is void on purpose or gross negligence by the owner or one of his executive employees as well as on culpable conduct on essential contract obligations. On such failures of essential contract clauses- except by the owner or executive employees on purpose or gross negligence- we are liable for damages only, which are contract typical and reasonable predictable.
This liability exclusion is furthermore not valid in cases where the product liability law of Germany requires liability on products with failures on the supplied goods on persons and goods privately used. It also not excluded on lack of warranted characteristics even if they are exclusively warranted to avoid such damage which, did not occur on the supplied goods itself.

10. Liabilities on Ancillary Services

For damages out of suggestions or proposals or instructions or other contractual ancillary services which occurred before or after the contract as well as any unauthorized actions of one of our assistants or vicarious agents, as far as the law permits this, any liability is excluded.

11. Acceptance of Goods returned

- a) There is no obligation whatsoever to take any goods back, If we do take goods back it is on a voluntary basis.
If we take goods back, on reasons which we are not reliable for, we have the right to charge 30% of the net value of the order as compensation without any verification and on the basis that the goods are in a 100% state of re-sellable conditions and if the value of the goods is over and above of € 1.000,- and the goods are not spare parts on which no fault on our side occurred and are no longer shipped than three (3) months. Are the goods to be taken back are damages we are entitled to the cost to bring them up to a state of being re-sellable again or to refuse to accept the goods to be returned.
- b) Furthermore we are entitled to deduct any cost occurred due to the return of the goods, shipment to the site or back from the side, any forwarder cost,

FOB cost or any other paid amount as well as any deduction made on the invoice.

12. Right of the Buyer to withdraw from the contract and other Liabilities of the Seller

- a) The buyer can withdraw from the contract if the seller is ultimately not able to supply the whole scope of supply. The same shall apply if the seller is disabled to supply the goods for whatever reason. The buyer also can retreat from the contract if the seller can only supply part of the contract and the buyer a substantial interest has to cancel the contract. Otherwise the buyer can decrease the scope accordingly.
- b) If there is a delay in the performance the buyer grants the seller a suitable time to fulfill his obligations especially with the remark that after this period of time the buyer rejects the performance and, if this period of delay is not kept, the buyer has the right to cancel the order.
- c) If within such a delay the impossibility to execute the order occurs or if the buyer cannot accept the performance, the buyer is obliged to his liabilities.
- d) Furthermore the buyer is entitled to cancel the order if the seller is not utilizing the grace period given. The right of cancellation of the buyer also exists if the seller fails to repair or replace the goods within said grace period.
- e) Excluded are all other claims of the buyer especially for annulment, termination or reduction as well as compensation of damages of whatsoever form also those damages which did not occur on the contractual goods itself.
This exclusion of liability is not in effect on gross negligence or purpose of the owner or any of his executive employees. This liability exclusion is furthermore not valid in cases where the product liability law of Germany requires liability on products with failures on the supplied goods on persons and goods privately used. It also not excluded on lack of warranted characteristics even if they are exclusively warranted to avoid such damage which, did not occur on the supplied goods itself.

13. Ancillary Conditions for Wagetwork

For any wagetwork the terms as mentioned above are valid with the following additional conditions.

The buyer must supply the material as well as all contractual documentation in a timely manner and on his account. The material must be in a faultlessly conditions in the quantities as per the contract. If there is machining on the material, the material must have the usual machining adder. Any additional cost caused by the fact that the material is not provided as per contract will be charged in addition and are born by the buyer.

14. Place of Fulfillment and Jurisdiction

- a) Place of fulfillment the works from which the delivery is agreed upon. Place of fulfillment for all financial matters is the place of our head quarter.
- b) Place of jurisdiction for all and any with the contract connected claims is Pirmasens. This counts especially for cheques and draft complaints as well as any dunning procedure.
We are also entitled to put in a complaint at the buyer's court.

15. Partial Anulity

In case that one or more terms hereunder are in total or partially invalid, the other terms remain in force.

Instead of the faulty clauses the buyer and the seller will agree to a term which contain largely what was intended with the faulty term.