

## Terms and Conditions of Business of A+R Armaturen GmbH

1. Only the following conditions apply. Deviations apply only with our express written confirmation.
2. Quotes and brochures of all kinds are without obligation. Documentation attached to quotes such as catalogues, worksheets, drawings, plans, weights and measures are only approximately definitive. We reserve ownership and copyright to all plans and other documentation. We give advice to the best of our knowledge and belief.
3. Written confirmation of acceptance of orders is binding. For immediate deliveries the invoice is also the confirmation of the order. We are not responsible for errors due to incorrectly placed orders. If we fulfil an order, our customer again acknowledges our conditions of delivery and payment alone as being binding.
4. Prices are in euros, subject to alteration, ex works and exclude packaging, freight, cartage, postal charges, insurance, customs duty, inspection costs and installation. Prices specifically exclude VAT; in Germany this will be shown separately. Obvious arithmetical, spelling and other errors are not binding.

The prices are based on today's costs. If major alterations to these costs occur before we deliver the order, we reserve the right to charge the price applying on the day of delivery. As is usual in the trade, packaging is supplied at cost and will not be taken back. We expressly decline to accept return packaging consignments.
5. Scheduled delivery dates are to be regarded as approximate only. Delivery periods begin on the date orders are confirmed provided we have received all documents, approvals, releases etc. in good time from the customer etc, and that agreed payments and other obligations have been met. The delivery date is the day the goods are loaded or the day the customer is notified that the goods are ready to be shipped. The delivery date will be extended correspondingly if unforeseen events occur (including strikes, lock-outs, operational disruptions, rejects of major work-pieces or other circumstances for which the supplier is not responsible). In cases of delayed delivery the customer may not cancel the order or demand damages. Penalties for delayed delivery will not be recognised. Partial deliveries are permitted.
6. Risk transfers to the customer as soon as the shipment has left the works, including if freight-free delivery has been agreed. If shipment is delayed for reasons for which we are not responsible, risk will transfer to the customer from the day the customer is notified that the goods are ready to be shipped. We will only recognise claims for transport damage if the facts are recorded by the responsible investigating officers at the request of the receiver.
7. Payment is required within 30 days net. Invoices for repairs are due immediately, in full and in cash. Negotiable bills of exchange will only be accepted – by arrangement – as an undertaking to pay and constitute no fulfilment of the customer's obligation to pay. The resulting costs and expenses will be borne by the customer. We accept no responsibility for timely presentation or protest.

Please note our instructions for international payments:  
Charges are always to be shared, i.e. bank charges outside Germany are to be borne by buyer and bank charges inside Germany are to be borne by A+ R-Armaturen GmbH.  
Please instruct your bank to make sure your payments will reach us without delay and without deductions of fees by other banks  
The customer may not retain payments or offset them against counter-claims. In case of payment arrears, we reserve the right to charge interest on arrears at the usual bank interest rate.
8. We retain ownership of all goods delivered until full payment of all claims from the business relationship with the purchaser, including bills of exchange and payment of any balance in our favour originating from an open account, regardless of their legal cause or date of origin. If the goods owned by us are mixed, blended, combined or processed with other items, the customer assigns now and immediately his right of ownership or co-ownership to us and will store the item for us with all due commercial care.

The customer may only sell goods owned by us in the course of regular business provided he is not in payment arrears.  
On conclusion of the purchase contract between him and us, he assigns to us the claims due to him from the sale or for any other legal reason against his purchaser with all ancillary rights to the value of the goods delivered used by us as security and to which title is reserved. The customer remains entitled to collect the claim as long as he is not in arrears of payment with us.  
The customer may neither pledge the goods nor assign their title as collateral. We are entitled to insure the goods at the customer's expense against damage by fire, water or other damage.
9. Complaints about defects, quality and the quantity delivered must be made immediately after receipt of the goods and eight days at the latest after the shipment has been received.

We are liable for faults to the goods delivered for 24 months, starting the day after delivery (No. 5, Para. 3). Warranty claims for visible defects will only be recognised if the material supplied has been subjected to stress and strain but only under the operating conditions stipulated in Para. 1 on which the order is based; however, guarantee claims will not be recognised in cases where the customer has repaired the goods himself, had them repaired by third parties or in cases of improper use or installation etc.  
We will be liable as follows as required by our warranty obligations: if claims are due to demonstrable material or production defects, we will, at our discretion, take back the defective parts and supply free replacement parts of the same size and measurements ex works.  
We will not recognise any further claims by the customer, in particular for repair of damage that has not occurred to the goods themselves. We expressly decline to accept such claims for personal injury, compensation for operational disruptions, lost pay, transport costs etc. Cancellation and price reductions will not be accepted. Proof of guarantee claims will be based exclusively on findings by our plant staff or our specialists, if necessary at the place of installation. All guarantee claims will expire one year at the latest after delivery unless shorter guarantee periods are stipulated by law.
10. If the customer breaches third-party patent or industrial property rights, he will be liable to us in our capacity as supplier for the resulting damage and loss of profits.
11. If unforeseen events (No. 5 Para. 3) cause major alterations to the commercial significance or the content of the service or have a major effect on our company or if in retrospect the order cannot be fulfilled, we will be entitled to cancel the contract, either wholly or in part. Damage claims on the part of the customer due to such cancellation will not be recognised.
12. The place of fulfilment for delivery and payment is Bad Salzflen. Where goods are delivered ex works, it is agreed that the place of fulfilment for delivery will be deemed to be the location of the manufacturer or forwarding railway station. The sole place of jurisdiction for both parties is the Lemgo District Court and the Detmold Regional Court. These conditions are subject to German law.
13. Our terms and conditions of business are binding for both parties even if one provision should remain legally invalid due to a compelling legal provision or agreement that.

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