

General Terms and Conditions of Delivery, Payment and Installation of Conductix-Wampfler GmbH

Weil am Rhein, as of: October 2015

For use in business transactions with companies

I. Parties, Scope, General Provisions, Conclusion of the Contract, Content

1. The contract is concluded with Conductix Wampfler GmbH.
2. The following Terms and Conditions (hereinafter: "T&Cs") apply exclusively to all - including future - deliveries of goods and services (hereinafter together: "Deliveries") by Conductix-Wampfler GmbH (hereinafter: "Contractor") to customers within the meaning of clause 1.3. (hereinafter: "Customer"), unless otherwise agreed in writing. The terms and conditions of the Customer shall not form part of any contract even if the Contractor does not expressly exclude them.
3. These T&Cs apply only vis-à-vis persons, who on conclusion of the contract are acting in the exercise of a commercial or self-employed professional activity (entrepreneurs within the meaning of section 14 German Civil Code (BGB)), and vis-à-vis public entities with legal personality or special funds under public law.
4. The Contractor reserves, without restriction, all rights of ownership and all copyrights to cost estimates drawings and other documentation which it prepares (hereinafter: "Documents"). The Documents must be treated as confidential and may only be disclosed to third parties with the prior written approval of the Contractor. They must be returned to the Contractor without delay when the contract comes to an end or in the event that the contract is not awarded to the Contractor.
5. Illustrations, drawings, colour specifications, weight specifications and measurements, provided by the Contractor only represent approximate values insofar as they are not a) expressly identified as binding or b) material.
6. The presentation of the products in the webshop does not constitute a legally binding offer but is a non-binding online catalogue. In the case of orders via the webshop, the Customer can first put the Contractor's products into his shopping basket with no obligation to buy, and can change his entries at any time prior to sending the binding purchase order by using the correction tool provided and explained in the ordering procedure. By clicking the order button, the Customer submits a binding purchase order for the goods contained in the shopping basket. The immediate electronic confirmation of receipt of the order is a statutory obligation and does not constitute acceptance of the order.
7. Offers from the Contractor are non-binding unless expressly designated as binding. Unless otherwise indicated in the order, the Customer is bound by his order for a period of 14 days as from receipt by the Contractor. Contracts only come into effect by way of the Contractor's written order confirmation or delivery. Fax or email is also deemed to constitute the written form. Oral ancillary agreements or commitments by the Contractor's staff which go beyond the content of the written contract or which modify these T&Cs to the detriment of the Contractor, are only valid where they are confirmed in writing.
8. Partial deliveries are permitted within reasonable limits.
9. Product descriptions by the Contractor do not constitute any guarantee.

10. In the case of orders via the webshop, the Contractor stores the text of the contract and sends the order details to the Customer by email. The Customer can access, download or print the T&Cs at any time on the Contractor's website at <http://www.conductix.de/de>. The Customer can view his previous and open orders under his customer account once he has registered via the website with his access details.

11. The language of the contract is German.

II. Prices and Payment Conditions

1. The prices are FCA Rheinstrasse 27 + 33, 79576 Weil am Rhein (Incoterms® 2010) net in EUR plus the applicable statutory value added tax in each case.
2. Any freight and packaging costs, surcharges for small volumes, cutting and other specific services will be added in accordance with the Contractor's → **Price List for Freight and Special Services for Deliveries from Weil am Rhein** as applicable on the date of conclusion of the contract.
3. Where the Contractor is responsible for assembly or installation, and in the absence of any agreement to the contrary, the Customer shall, in addition to the agreed remuneration, bear all necessary ancillary costs such as travel costs, the cost of transporting tools and personal luggage as well as daily allowances. The Contractor's installation price list, as applicable at the time of conclusion of the contract, shall apply additionally.
4. Where the agreed delivery periods are longer than two months, the Contractor is entitled to increase the agreed prices accordingly where, following conclusion of the contract, there are substantial changes in the cost of salaries, materials, energy or raw materials and the Contractor is not responsible for these changes. Where the price increase exceeds 5%, the Customer is entitled to rescind the contract in writing within 2 weeks of notification of the price increase.
5. Payments must be made within 30 days of the date of invoice without any deductions free Contractor's point of payment. Payments are only deemed to have been made to the extent that the Contractor has free disposal over them at its bank. The Contractor only accepts cheques and bills of exchange on account of payment and only subject to prior written agreement. Any costs arising in relation to the legalisation of documents as well as bank charges - including those arising outside the Federal Republic of Germany - shall be borne by the Customer. They are due immediately.
6. In the event of default on payment, the Contractor will charge interest amounting to 9 percentage points above the base rate, but in any case no less than 10 %.
7. The Customer only has a right to withhold payments or to set them off against counter claims where its counter claims are undisputed or established by a final court judgement.

III. Deliveries; Default

1. Delivery shall take place FCA Rheinstrasse 27 + 33, 79576 Weil am Rhein (Incoterms® 2010).
2. Delivery periods are only approximate and therefore non-binding.
3. An agreed delivery period commences on receipt of the order confirmation but not before all details of implementation and all technical issues have been clarified and any agreed advance payment or payment security has been received. The delivery period has been complied with where the goods are loaded onto the means of transport provided by the Customer prior to its expiry. Where dispatch is delayed through no fault of the Contractor, the delivery time is complied with on notification of readiness for delivery.

4. Compliance with delivery periods is subject to prompt delivery of all documents, required permits and approvals, particularly in relation to plans, to be provided by the Customer and compliance with the agreed payment conditions and other obligations, e.g. the provision of any agreed payment security by the Customer. In the event of a failure to comply with these conditions within the time limits, the delivery periods shall be extended accordingly; this does not apply where the Contractor is responsible for the delay.

5. The Contractor's delivery obligation is subject to correct and timely delivery by the Contractor's own suppliers (particularly of raw materials), unless the incorrect or late delivery is due to the fault of the Contractor.

6. Requests for changes made by the Customer shall extend the delivery time until the Contractor has examined their feasibility and for the period required for implementing the new requirements into the production. Where ongoing production is suspended due to the request for changes, the Contractor may bring forward and finish other orders. The Contractor is not obliged to keep production capacity free during the period of the delay.

7. Force majeure e.g. mobilisation, war, civil commotion or similar unforeseen and unavoidable events, for which the Contractor cannot be held responsible (e.g. strikes, lockouts, operational breakdown, problems in the procurement of material or energy, transport delays, shortages in staff, energy or raw materials, official measures or difficulties in obtaining authorisations esp. import or export licences), shall extend the delivery periods for the duration of the disruption and its effects. This also applies where the Contractor's own suppliers are subject to these obstructions or during an existing period of delay.

Where the obstruction is not purely temporary, both parties to the contract are entitled to rescind. The right to claim damages is excluded in the cases referred to in clause 7 of this Section III.

8. Where the Contractor delays on delivery and the Customer incurs loss, the Contractor's liability for simple negligence shall be limited to 0.5% for each full week of delay, but not exceeding in total 5% of the net invoice amount for the part of the delivery affected by the delay.

9. This shall be without prejudice to the statutory rights to damages in lieu of performance pursuant to section X. The Customer can only rescind the contract in accordance with the statutory provisions following failure to comply with a reasonable deadline for delivery.

10. Where dispatch or acceptance is delayed due to circumstances beyond the Contractor's control, the Customer may be charged for storage in respect of each month or part thereof amounting to 0.5% but not exceeding a total of 5% of the net invoice amount for the deliveries stored by the Contractor on behalf of the Customer. The parties are free to prove that the storage costs were higher or lower. The Contractor is entitled, following the failure to comply with a reasonable extension of time, to dispose of the goods elsewhere or to supply the Customer subject to a reasonable extended period.

IV. Transfer of Risk

1. Unless otherwise stipulated hereinafter, the risk also passes to the Customer FCA Rheinstrasse 27 + 30, 79576 Weil am Rhein (Incoterms® 2010) where the Contractor also agrees to provide other services e.g. shipping costs or delivery and installation, including where it uses its own transport personnel.
2. Where acceptance is required, risk passes to the Customer following acceptance. The Customer is not permitted to refuse acceptance due to a minor defect.

V. Reservation of Title

1. The Contractor reserves title to the goods delivered until it has received all payments and irrevocable credit advices for cheques and bills of exchange relating to the business relationship with the Customer. Where there is a current account relationship, the reservation of title extends to the recognised balance.

2. The Customer is obliged to handle the reserved goods with care and keep them in good condition; in particular it is obliged to insure them sufficiently against loss or damage, at its own expense, for the replacement value. The insurance policy and evidence of payment of the premiums must be submitted to the Contractor on request. The Customer hereby assigns to the Contractor any claims arising under the insurance contract subject to the condition subsequent that title passes. The Contractor hereby accepts the assignment.

3. Any treatment or processing of the reserved goods by the Customer shall be undertaken on behalf of the Contractor without involving any obligations on the part of the Contractor. Where the reserved goods are mixed or combined with other goods, the Contractor shall acquire co-ownership of the new product in accordance with the ratio of the net invoice value of the reserved goods to the other materials.

4. The Customer is entitled to re-sell or use the reserved goods or the new product in the ordinary course of business; however, the Customer hereby assigns to the Contractor, in advance and in full, all receivables to which it becomes entitled as a result of the resale or subsequent use.

5. The Customer is entitled to collect the receivables assigned to the Contractor provided he complies with his payment obligations from the revenue collected.

6. Where the Customer ceases to comply with its payment obligations towards the Contractor, the Contractor can revoke the authorisation for the further sale and use of the reserved goods and require the Customer to disclose to the Contractor the assigned receivables and the respective debtors, provide the Contractor with all the information necessary to effect recovery, hand over all the accompanying documentation and notify its debtors of the assignment. Redemption of the reserved goods does not constitute rescission of the contract. However, if the Contractor declares rescission of the contract it shall be entitled to sell the goods as it thinks fit.

7. Attachment of the retained goods by third parties must be reported to the Contractor without delay. The costs arising as a result of defending an attachment shall be borne by the Customer insofar as they cannot be recovered from the third party.

8. Where the value of securities exceeds the Contractor's claims by more than 10 %, it shall, at the Customer's request, release securities in this regard at its own discretion.

VI. Assembly and Installation

Insofar as delivery includes assembly and installation, the following provisions apply additionally:

1. The Customer shall, at its own expense, take responsibility for and provide in due time the following:

- all earthworks, construction and other ancillary work from other industries including the technical staff and auxiliary personnel, construction materials and tools required in this regard,
- the equipment necessary for assembly and start-up such as scaffolding, lifting gear and tools of a general nature as well as commonly required items and materials such as scaffolding timbers, wedges, supports, cement, plaster and sealing materials, fuel and lubricants,

c) on-site power and water including the required connections, heating and lighting,

d) a sufficient number of large, suitable, dry and lockable rooms in the immediate vicinity of the installation site for storing machine parts, equipment, materials, tools etc. and, for the personnel, appropriate, lockable work and common rooms with heating, lighting, washing and sanitary facilities; in addition, the Customer must take the same measures to protect the property of the Contractor and installation workers on the construction site that it would take to protect its own property,

e) auxiliary personnel such as unskilled workers and where necessary also masons, carpenters, welders, electricians and other skilled workers in the quantity which the Contractor considers to be necessary. Auxiliary personnel will be available to the Contractor's installation foreman for the duration of the installation work and must comply with his instructions.

f) protective clothing and devices which are necessary due to the particular circumstances of the installation site.

2. Prior to the start of the installation work, the Customer must provide the necessary information about the location of concealed electricity, gas and water supply lines or similar facilities as well as the necessary statistical information, without being asked. Prior to the start of assembly or installation, the supplies and equipment required for starting work must be present at the installation site and all preparatory work must have reached a stage where the installation or assembly can commence as agreed and be performed without interruption. Access routes and the assembly or installation site must have been levelled and cleared. In the case of interior installation, wall and ceiling plaster must be completely finished, doors and windows installed and any wall-openings required by the Contractor for bringing in larger installation parts must be provided.

3. Where assembly, installation or start-up are delayed due to circumstances beyond the Contractor's control, the Customer shall bear the reasonable costs of waiting time and additional travelling necessary on the part of the Contractor or installation personnel.

4. The Customer shall provide the Contractor with an acknowledgement of the weekly duration of the working hours of the installation personnel and the materials deployed for installation, particularly those procured by the Customer, as well as of the completion of the assembly, installation or start-up, without delay.

5. Where, following completion, the Contractor requests acceptance of delivery, the Customer shall effect this within two weeks. If it does not occur, acceptance will be deemed to have taken place. Acceptance is also deemed to have taken place where the delivery - following conclusion of an agreed test phase, where applicable - is put into service.

6. Insofar as it has been agreed that the installation is included in the total price, or a fixed price for installation has been agreed, waiting times caused by the Customer and other additional expenses will be charged according to the installation price lists applicable at the time.

VII. Taking Receipt

The Customer shall not refuse to take receipt of deliveries due to minor defects.

VIII. Material Defects

1. The Customer can only assert rights for material defects if it has properly complied with its inspection and notification obligations under Section 377 Commercial Code (HGB) in relation to the delivered goods.

2. Where notification of defects is given without cause, the Contractor is entitled to require compensation from the Customer for any costs incurred.

3. In the case of a legitimate notification of defects, the Contractor may opt either to remedy the defect or provide replacement delivery of goods or services.

4. Where subsequent performance fails, the Customer may - without prejudice to any statutory rights to claim damages under section X - rescind the contract or reduce the remuneration. Rescission is only possible in the case of severe defects.

5. Claims under warranty cannot be made in respect of natural wear and tear or damage arising after the risk has passed as a result of incorrect or negligent handling, over-use, inappropriate operating materials, defective construction work, inadequate foundations or due to specific external influences not covered by the contract and in the case of non-reproducible software errors. Likewise, there is no right to claim under warranty in respect of inappropriate modifications or repair work carried out by the Customer or third parties, or for the consequences to which they give rise.

6. The costs of subsequent performance, particularly transport, route-related, work and material costs, arising from the fact that the delivery item is subsequently taken to a place other than the Customer's operating plant, will not be accepted unless the delivery corresponds to normal practice.

7. Insofar as the defect arises from a material third-party product, the Contractor is initially entitled to restrict its liability to the assignment of the claims and rights under warranty to which it is entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned claims or rights fails or cannot be obtained for some other reason. In this case, the Customer is entitled to the rights under clauses 3 and 4 of this section VIII.

IX. Intellectual Property Rights; Defects in Title

1. Unless otherwise agreed, the Contractor is only obliged to carry out delivery free of third-party industrial property rights or copyrights (hereinafter: "Intellectual Property Rights") in the country of the place of delivery. Where a third party brings legitimate claims against the Customer for the infringement of Intellectual Property Rights by Deliveries effected by the Contractor and used in accordance with the contract, the Contractor shall be liable to the Customer as follows:

a) The Contractor has the option either to obtain a right of use for the corresponding Deliveries, or to change them so that the Intellectual Property Rights are no longer infringed, or to replace them, at its own expense. If this is not reasonably possible for the Contractor, the Customer shall be entitled to the statutory rights of rescission or price reduction.

b) The Contractor's duty to pay damages is governed by the statutory provisions in accordance with section X.

c) The foregoing obligations of the Contractor only exist insofar as the Customer notifies the Contractor, in writing and without delay, of the claims brought by the third party, does not recognise any infringement and all defence measures and settlement negotiations remain reserved for the Contractor. If the Customer ceases use of the delivery in order to minimize damage or for other reasons, it must inform the third party that this cessation of use does not constitute acknowledgement of a property right infringement.

2. Claims by the Customer are excluded where it is responsible for the property right infringement.

3. Claims by the Customer are also excluded where the property right infringement is caused by a special requirement of the Customer, an application which was not foreseeable by the Contractor or by the fact that the delivery is changed by the Customer or deployed

together with products which are not delivered by the Contractor.

4. Otherwise, the provisions of section VIII, clauses 1 and 2 apply in the event of infringements of Intellectual Property Rights.

5. The provisions of section VIII apply accordingly in the case of any other defects in title.

X. General Liability

1. The Contractor shall be liable for intent or gross negligence, fraudulent concealment of defects, death, personal injury or damage to health or under the Product Liability Act, in accordance with the law. Where there is a guarantee, the Contractor shall be liable in accordance with any provisions of the guarantee.

2. In the case of simple negligence, the Contractor is only liable for the breach of a material contractual obligation, which is one which must be fulfilled in order for the contract to be properly implemented and compliance with which the Customer generally expects and is entitled to expect; this liability is limited - in the absence of any provision to the contrary relating to damages for delay under section III, clause 8 - to compensation for foreseeable and customary loss. In all other cases, liability on the part of the Contractor is excluded.

3. Claims by the Customer under warranty shall lapse after 12 months from the passing of risk, other claims after 12 months from start of the statutory period of limitation. In derogation from sentence 1 of this clause X.3, in the event of liability on the part of the Contractor under a guarantee, the guarantee provisions shall apply and, in the case of the fraudulent concealment of a defect and claims for damages under the Product Liability Act, for death, personal injury or damage to health and due to the intentional or grossly negligent breach of obligations, the statutory limitation provisions.

XI. Packaging

1. The Contractor's packaging arising in Germany, but not that attributed to the private end-user within the meaning of the Packaging Act (VerpackG), can be returned to the Contractor at its place of business during the normal hours of business; the Customer shall bear the cost of return.

2. Packaging must be returned clean, free of extraneous material and sorted according to type.

XII. Jurisdiction and Applicable Law

1. The court of jurisdiction for all disputes arising from or in connection with the contractual relationship is that in the location of the Contractor's registered office. The Contractor is however also entitled to bring proceedings in the location of the Customer's registered office.

2. German law shall apply to the legal relationships arising under this contract, excluding the UN Convention on the International Sale of Goods (CISG).