

Terms and Conditions of Business of Perlwitz Armaturen GmbH, Schenefeld (near Hamburg)

1. Offers and Prices

We reserve our property rights and copyrights to illustrations, drawings and other documents. Our prices are always ex warehouse. Packaging and shipping may be invoiced separately. Price quotations are exclusive of statutory VAT; this will be charged in addition and shown separately. Duties, inspection fees, currency adjustments and other fees based on public law must be borne by the purchaser.

2. Payment

Discounts may be deducted only if this has been expressly stated by us. Payment shall be considered in default after 30 days of receipt of the invoice, even if no reminder has been issued. The purchaser shall only be entitled to set-off if his counterclaims have been legally established, are undisputed or have been accepted by us. We are entitled to refuse to accept bills of exchange and cheques. Bills of exchange and cheques are only accepted for processing purposes.

3. Delivery time

We shall adhere to the statutory provisions for late delivery, provided that such late delivery is due to a deliberate or grossly negligent breach of contract or culpable breach of a material contractual obligation on our part. We shall not be liable for late delivery due to strike, lockout or force majeure. If such late delivery is not due to a deliberate breach of contract on our part, our compensatory liability shall be limited to the foreseeable damage that typically occurs.

4. Assumption of risk

Upon transfer to the shipper or carrier, the material risk shall pass to the purchaser. Unless otherwise expressly agreed with the purchaser, we provide transport insurance cover for the delivery only if and insofar as we believe this is necessary in accordance with professional due diligence. The purchaser must provide any additional insurance cover beyond this and must bear the costs for the same themselves.

5. Defects, liability

In the event of a defect in the item purchased, we provide supplementary performance in the form of subsequent delivery of a new item free from defects or by remedying the defect through post-processing/repair. We shall bear all expenses necessary to remedy the defect, specifically transport, travel, labour and material costs, provided that these costs are not unreasonably high in relation to the value of the object

of purchase or that said value is not increased by the fact that the goods were transported to a place other than that of the place of performance.

Unless otherwise agreed, the limitation period for warranty claims shall extend 12 months from the transfer of risk. If we are liable under the statutory provisions, our liability shall be limited to foreseeable damage that typically occurs, regardless of the basis for liability, and shall only be excluded in the event of slight damage caused by negligence. Liability for culpable injury to life, limb or health shall remain unaffected.

6. Returns of goods and packaging

A return is only permitted for standard fittings and only by written agreement. We are entitled to deduct the costs of this return and to calculate this at 40% of the order value if no itemisation is possible. Small replacement parts, accessories and fittings for which production has ceased may not be returned. Transport and other packaging are not returnable, with the exception of pallets and pallet cages.

7. Retention of title

We reserve title to the purchased item until such time as all payments for all supply contracts have been received. The purchaser shall be entitled to resell the purchased item in the ordinary course of business or to use it for installation purposes resulting in the loss of ownership. We may revoke this authorisation if payment for these goods appears to be at risk. In the event of payment default, we are entitled to repossess the purchased item. Returns do not constitute a withdrawal from the agreement. The purchaser shall undertake to sufficiently insure the purchased item against fire, water, and theft at replacement value. The purchaser must immediately inform us in writing of seizures or other third-party interventions in order that we may assert our rights. If and insofar as the third party is unable to reimburse us for the judicial and extrajudicial costs of action under Section 771 of the German Code of Civil Procedure (*Zivilprozessordnung* [ZPO]), the purchaser shall be liable for the loss incurred.

8. Place of jurisdiction, applicable law

If the customer is a merchant, the place of jurisdiction is Hamburg. However, we reserve the right to bring action against the purchaser before the court of jurisdiction of his business or residence. The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on the International Sale of Goods (CISG) is excluded.