

EURET 3000 GmbH – GBCs

General Terms and Conditions concerning Sales and Delivery

The terms and conditions below are the basis of contract even if the customer has contradicting purchasing conditions. Separate contracts with individual customers take precedence.

Prices

Prices are ex-warehouse and exclude transport costs and other additional services. Prices are non-binding and subject to modifications according to raw material prices and supplier prices.

Payment

30 days net from invoicing.

Deviations from our conditions of sale included in enquiries and purchase orders shall not be valid, unless such deviations have been confirmed in writing by EURET 3000 GmbH. Regarding fee reductions we refer to the current payment agreements and conditions. The delivery date corresponds to the invoice date.

Default in payment

In case of payments after the due date, default interest amounting to 3% above the German federal bank discount rate will be calculated. The Seller shall not be obligated to render further deliveries from any current contract before due invoiced amounts including default interest have been paid in full.

Should the buyer become in default for more than 14 calendar days after a written reminder has been issued or should a substantial deterioration in his financial circumstances occur, the seller may ask cash payment for any outstanding delivery from any current contract prior to delivery of goods, with set period of payment ceasing to apply. Simultaneously, our claims derived from all existing contracts with the customer shall be due for settlement immediately.

Delivery

Unless guaranteed expressly and in writing, we offer no assurances as to meeting delivery deadlines. Upon the occurrence of force majeure, strikes, disturbances of operation, supply shortages or the like, the seller reserves the right to entirely or partially withdraw from the

contract or to appropriately extend delivery periods. Obligation to deliver ceases should a substantial deterioration in the buyers' financial circumstances occur and information provided is unsatisfactory or overdue invoices are not paid in spite of a reminder.

According to HGB notices of defects must be recorded immediately upon receipt of the goods. If the buyer fails to fulfil his duty of immediate examination of the goods, the delivery shall be deemed approved even if the goods are defective.

Guarantee

1. The seller guarantees that the products are free of flaws in fabrication and material; the warranty shall apply for a period of 2 years.
2. The warranty period starts as from date of delivery.
3. Warranty shall not cover defects or damage caused by operative and ordinary wear and tear of components or assemblies, inappropriate or improper use, incorrect installation by the buyer or third parties.
4. Further claims on the part of the orderer shall be excluded, particularly claims concerning the reimbursement of damages not arising from the delivery item itself - unless they are due to wilful intent or gross negligence.
5. The customer shall be obliged to notify the seller of any defects in writing without delay, but at the latest within one week after the receipt of the delivered object. The seller must be informed in writing of any defects that were not discovered within this period, even after careful inspection, immediately after they have been established.
6. The above paragraphs comprise final liability and warranty for the goods delivered and exclude other warranty claims of any kind.

Retention of title

The delivered goods remain property of the seller until complete payment or, in the event of a submitted cheque, until this has been encashed. The buyer is entitled to dispose of the goods within the course of orderly business practices in exchange for commensurate compensation. The resulting receivables will become property of the seller in the amount of the purchase price and are - according to § 46 of the German Konkursordnung - subject to selection in the event of bankruptcy.

Deviations

Minor deviations of patterns, images and statements of dimensions, without reducing the quality of the goods, do not entitle the buyer to warranty claims. Errors and printing errors are excepted. The seller reserves the right to apply product changes during the validity of the catalogue.

Area of jurisdiction

Place of jurisdiction and place of performance for deliveries and payments is the district of the registered office of the seller. German law shall exclusively apply.

As of January 2014