

# GENERAL TERMS OF PURCHASE AND DELIVERY OF SCHWABEN-KUNSTSTOFF CHEMIETANK- UND APPARATEBAU GMBH & CO. KG

1. GENERAL
  - 1.1 These terms exclusively apply if nothing else has been explicitly agreed in writing. General terms and conditions of clients are not recognised unless this was agreed upon in writing beforehand.
2. OFFER
  - 2.1 Our offer is non-binding. We are only legally bound if we have confirmed the assignment in writing.
  - 2.2 Documents, brochures, drawings, dimensions and weight data provided by us are non-binding. Such documents remain our property; they may not be copied or provided to third parties or - not even in extracts - made available for third party knowledge. We are not obligated to provide detailed designs.
3. PRICES
  - 3.1 Our price applies ex factory and is exclusively net.
  - 3.2 Should the essential cost factors significantly change after declaration of the offer or after assignment confirmation up to delivery, supplier and client will agree to an adjustment in the price.
4. PACKAGING
  - 4.1 Potentially required packaging is billed separately.
5. DISPATCH
  - 5.1 Loading and transportation of goods, incl. those that belong to the client, solely occur at their expense and risk.
  - 5.2 Any freight costs paid by us are considered an advance for the client.
  - 5.3 If no dispatch instructions are available, we determine the type of shipping.
  - 5.4 Upon written request of the client the goods will be insured against breaking, storage/transport/fire damage at their expense.
6. ASSIGNMENTS WITH INSTALLATION
  - 6.1 For assignments with installation the costs for delivery and ready-to-use installation are contained in the offer price. Costs per sec. 5.1 are excluded.
  - 6.2 If we - without being tasked with installation - take over assistance or monitoring services, this occurs without accountability and at the expense and risk of the client.
  - 6.3 Overhead expenses and additional costs in the event of inclement weather that cause work disruptions or delays are billed separately with verification thereof.
  - 6.4 We are not responsible for any external services, amenities and stipulations - per our instructions or otherwise - that are required for installation or activation. Adherence to the required safety measures and creation of the necessary regulations is solely client's responsibility.
  - 6.5 The client is responsible for adhering to the following points:
    - 6.5.1 Our fitters must - in agreement with the client - be able to begin their work immediately after reaching the installation site. Their work duration is not bound to any potential work regulations in the client's company. Free access to the installation site must be provided.
    - 6.5.2 The installation site must offer storage for delivered material.
    - 6.5.3 Any exceptions for materials, tools and devices must be set.
    - 6.5.4 Additional services such as the necessary and customary assistants, aid devices, water, electrical power, compressed air, etc. is also made available by the client free of charge.
    - 6.5.5 The safety regulations of the available assistance amenities, e.g. scaffolding, must be adhered to.
    - 6.5.7 The delivered parts must be readily available at the installation site.
  - 6.6 Any accommodations for our fitters are to be agreed upon.
  - 6.7 We are not liable for exceeding deadlines or delays due to a lack of regulations per sec. 6.2 or 6.3.
  - 6.8 The same applies for costs or production malfunctions due to the aforementioned reasons.
7. TRIALS
  - 7.1 If a delivery-operation test was agreed upon or is conducted during provision of installation, we must be allowed to test it on site in advance. In addition, we are permitted to make improvements and alterations if these will not disrupt the business of the client. The delivery-operation test will be made as soon as possible after termination of the preliminary tests.
8. DELIVERY DEADLINES
  - 8.1 The time period beginning with confirmation of the assignment by us constitutes the delivery deadline. A requirement of this is that all required formalities are tended to by the time work begins and all necessary written components and technical data from the client are promptly made available to us.
  - 8.2 Should instalments be provided during provision of the assignment, the first of which is due upon allocation of the assignment, the delivery deadline also depends on receipt of this payment.
  - 8.3 The delivery deadline ends with the final evaluation and readiness for dispatch in our factory after the client has been informed thereof. For installation assignments, the delivery deadline ends upon completed installation.
  - 8.4 Exceeding the deadline neither warrants damages nor does it free the client from their contract obligations.
- 8.5 An extension of the delivery deadline at the behest of the client requires our explicit consent. Any expenses or losses resulting there from are charged at the expense of the client.
9. TITLE RETENTION
  - 9.1 The delivered goods remain out property until complete payment of all requirements incl. all additional stipulations as well as redemption of the respectively provided cheques and transfer. During this time they are to be secured by the client from theft, fire, water and other damages. The title retention does not exclude standard use of the goods in the client's company. Selling goods which have not yet been fully paid off to third parties is prohibited.
  - 9.2 The sale or seizure of the retention goods from third parties are to be immediately announced to the supplier. Any resulting intermediary costs are always charged to the client provided they are not charged to third parties.
10. PAYMENTS
  - 10.1 Provided no other payment terms are agreed upon, the payment occurs in three instalments which are equal both for pure delivery as well as installation:  
 $\frac{1}{3}$  with confirmation of order,  
 $\frac{1}{3}$  3 weeks prior to delivery,  
 $\frac{1}{3}$  with delivery and/or end of on-site installation.
  - 10.2 Pure installation assignments are immediately due exclusively in net. To this end this also applies for the partial installation costs during delivery assignments with installation.
  - 10.3 In the event of default on payments we reserve the right to calculate default interest with no adherence to an additional deadline, regardless of any additional rights apportioned to us.
11. COMPLAINTS
  - 11.1 Any recognised errors must immediately be reported by the client upon acceptance in factory or upon receipt of delivery, yet at the latest within two weeks.
  - 11.2 Defect claims do not free the client from their contract obligations.
12. LIABILITY, GUARANTEES
  - 12.1 Should any guarantees be made regarding the quality of our delivery, fulfilment thereof is considered the only compensation in the event of damage as long as this does not contradict current legislation. All additional compensation claims, especially for subsequent damages, are excluded.
  - 12.2 We are only liable for subsequent damages if visible culpability can be verified to us.
  - 12.3 We are not liable for patent and license infringements via the use of data or statements provided to us by the client or in their name for performing the assignment.
  - 12.4 If the supplier has advised the client outside of their contract obligations, they are only liable for the functionality and adequacy of the delivery item with explicit written assurance. The state of the art of the technology at the time of acceptance of the assignment is binding. The warranty period is 12 months after transfer of risk.
13. ACTS OF NATURE / FORCE MAJEURE
  - 13.1 In the event of force majeure such as war, impending war, riots, strikes, work blockings, transportation issues, fire, operation disruptions - incl. in the businesses of our suppliers - the supplier is authorised to postpone the delivery for the duration of the disruption and a reasonable period of time thereafter, or to partially or completely withdraw from the assignment regarding the incomplete portion.
  - 13.2 The client can request that the supplier declares within two weeks whether he will withdraw or deliver within a reasonable period of time. Should the supplier make no such declaration the client may withdraw from the unfulfilled assignment portion of the contract.
14. EXONERATION FROM THE AGREEMENT
  - 14.1 Contract violations on behalf of the client or the inability to pay, shutdown or liquidation of the company exonerate us from our obligations. In the events named, all payments owed to us are immediately due.
  - 14.2 We reserve the right to store already fulfilled portions of the assignment at the expense and risk of the client or to sell them otherwise.
15. DESIGNS, MODELS, DEVICES
  - 15.1 Designs, models and devices produced by us remain our property. They may neither be reproduced nor provided to third parties, nor made accessible to third parties for inspection.
  - 15.2 We are not liable for damages or losses from models and devices provided to us by the client.
16. ARBITRAL COURT
  - 16.1 All disputes that may result from this agreement, regardless of the fact that the respective court is ultimately the decider, may be presented to an arbitral court at our discretion.
17. JURISDICTION
  - 17.1 The sole jurisdiction is Augsburg, Germany, unless we agree upon the location of the client as the place of jurisdiction.