

BWT water+more Deutschland GmbH
General Terms of Business
for Deliveries, Work and Services

1. Scope of Application

These terms apply to all our deliveries and services rendered on behalf of companies and all ordering parties. Our deliveries are made exclusively on the basis of these terms. The customer's terms and conditions of purchase are not binding upon the supplier even if they are taken as the basis of the order and the supplier has not expressly objected to them. Deviations from and subsidiary agreements to these terms are only effective if confirmed by the supplier in writing. The same applies to any future transactions. The contract shall remain binding even if individual items in its terms are ineffective.

2. Conclusion of the Contract

All quotations and documents identified as confidential may only be passed on to a third party with the supplier's prior written agreement.

The order shall not be deemed accepted unless acknowledged or immediately executed by the supplier.

3. Scope of Delivery and Service

The scope of delivery and service shall be conclusively determined in the supplier's acknowledgement of the order. This also applies accordingly to orders for water preparation.

Advice and information provided by our office and field sales staff is based on our best current knowledge according to the latest state of technology and assumes normal operating conditions. If in the time between our quotation and the delivery there is a change in the conditions of use, e.g. water conditions, machinery used, then the customer shall undertake to inform us of this in writing.

The prices for replacement filters stated in our price lists and quotations are always quoted subject to the customer's prompt return of a corresponding used filter. If a used filter is not returned promptly, then the customer will subsequently be invoiced for the difference between the price of the replacement filter and the price of the relevant new filter.

4. Periods for Delivery and Performance

The period of time allowed for delivery and performance begins upon collection or delivery or in the case of reconditioning upon surrender to us. Our standard periods shall apply for delivery and performance or else such as are agreed with the customer. Binding periods need to be specially agreed as binding.

Partial deliveries are permitted.

If the supplier gets into arrears with the delivery or service through his own fault, then, providing he can prove that he has incurred damages as a result of the delay, the customer is entitled to demand damages at the most of 0.5 % of the value of the overdue delivery or of the value of the overdue reconditioning service for each full week of delay, but at the most amounting to a total of 5 % of the value of the items in arrears. Any other or further claims for damages on the part of the customer are excluded in all cases of delayed deliveries and

services, including after the lapsing of a reasonable extension granted to the supplier, unless the supplier's delay is due to intent or gross negligence. This shall not affect the customer's right to withdraw from the contract after the lapsing without outcome of a reasonable extension granted to the supplier.

If dispatch is delayed at the customer's request, then from the time of notification of readiness for dispatch the customer shall pay a storage fee amounting to 1% of the invoiced amount for each accrued month of storage (for interest, storage costs and insurance).

5. Transfer of Risk

The risk shall be transferred to the customer upon dispatch from the factory. This shall also apply if a freight-paid service has been agreed. If dispatch is delayed through the customer's fault, then the risk is transferred to the customer with effect from the day of readiness for dispatch.

6. Warranty and Liability for Defects

The supplier/service provider shall give a warranty against defects such that he shall at his discretion and free of charge either repair, replace or carry out again all parts or services that become unusable or whose serviceability is considerably impaired within the warranty period as the result of circumstances existing before the transfer of risk or for which the supplier is responsible.

Claims for defects presuppose the fulfilment of obligations to inspect and make a complaint in respect of a defect immediately on receipt of goods in accordance with § 377 HGB [German Commercial Code] . The supplier must be informed immediately and in writing of the discovery of any defects.

The customer must allow the supplier reasonable time and opportunity to undertake a subsequent performance. If the supplier allows a granted extension to lapse without remedying the defect, or refuses subsequent performance without justification, then the customer has the right at his discretion to withdraw from the contract or to reduce the agreed payment. Warranty and liability claims for damages based on natural wear and tear or damages that occur after the transfer of risk as a result of incorrect or negligent handling, excessive stress or unsuitable equipment are excluded.

The warranty does not cover damage resulting from modifications and repair work carried out by the customer or an unauthorised third party.

The limitation period for claims for defects is 12 months.

Any claims asserted by the customer against the supplier/service provider and their vicarious agents in excess of the aforementioned claims are excluded, in particular for compensation for damages other than to the supplied item itself. The above limitation of liability does not apply in cases of intent, gross negligence or the absence of guaranteed features. In so far as the supplier intentionally violates a material contractual obligation, his liability for damages for personal injury or damage to property shall be limited to the sum covered by the supplier's liability insurance. The supplier is willing to provide the customer with information about the sum covered.

7. Liability

Irrespective of the legal nature of the asserted claim, any further liability for compensation for damages other than that provided for in the above Item 6, last paragraph, is excluded.

The above provision does not apply to claims in accordance with §§ 1, 4 of the German Product Liability Act, nor to claims on account of initial incapacity or arguable impossibility. The exclusion of liability in Item 6, last paragraph and Item 7 of these terms shall also apply accordingly to such claims as have arisen as a result of advice, information or statements in printed matter provided before or after the conclusion of the contract, or as a result of the breach of collateral contractual obligations.

In so far as the supplier's liability is excluded or limited, this also applies to the personal liability of the supplier's employees, co-workers, representatives and vicarious agents.

8. Prices and Payment

Unless otherwise indicated, prices are as stated plus the statutory VAT applicable on the day of invoicing.

Prices are ex works and include packaging unless otherwise agreed.

Unless otherwise agreed, payments are strictly net and payable to the supplier's independent paying agent within 30 days. The date on which we receive payment is decisive.

The customer shall only be able to offset such claims as are uncontested or recognised by declaratory judgement.

Representatives or customer service engineers are not entitled to collect sums due unless expressly authorised to do so in writing.

9. Retention of Title

The supplier shall retain title to delivered items until all payments arising from the supply contract and the entire business connection with the ordering party have been made, including interest and the costs of any legal action. At the customer's request, the supplier shall release securities to the extent that their value exceeds the value of the secured debts by more than 20%.

10. Use of the delivered items

When operating pipeline-bound water preparation systems, the customer shall undertake to comply with DIN 1988 maintenance requirements and forward systems we supply for proper recycling once they have reached their capacity. We offer this service. The customer shall comply with conditions in force in the country of use.

11. Place of Performance and Place of Jurisdiction

The place of performance is the head office of the supplier. The sole place of jurisdiction is the court having jurisdiction for the supplier's head office. The supplier is, however, also entitled to bring an action at the head office of the customer.

German substantive law shall apply to the contractual relationship, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).