

## General terms and conditions of the company Quadt Pumpen GmbH - D-53842 Troisdorf / Germany

### 1. General

The following terms and conditions apply to all business transactions with our company, unless otherwise expressly agreed in writing. As a rule, correspondence takes place via e-mail or letter.

The terms and conditions of purchase of our customers, suppliers and other business partners are non-binding for us insofar as they contradict these terms of sale, even if we have not expressly contradicted them. If any provision of these terms and conditions is void, the others remain valid.

### 2. Quotations and prices

The offers of our company are non-binding and limited. All assignments and orders are only valid after written confirmation. The prices are acc. Incoterms EXW D-53842 Troisdorf, excluding packaging, loading costs, customs clearance and transport insurance. They are based on current material and labor costs. Should these change significantly by the day of delivery, we reserve the right to adjust the price. The packaging will be charged at cost price and will not be taken back.

### 3. Delivery time and process of order

The delivery takes place according to our conditions. We make every effort to meet promised delivery dates. However, we cannot assume a corresponding obligation. Events of force majeure of any kind release us from the delivery obligation in whole, in part or for the duration of the hindrance. The return of devices such as pumps or pump spare parts requires our consent. In the case of unused goods (no special versions) and carriage paid return delivery, we will charge a processing fee of 10% of the value.

Special designs based on drawings/customer specifications cannot be taken back. In the case of assemblies, the services we offer are understood to be under normal conditions, without dirt and special allowances such as weekend, Sunday and public holiday surcharges, waiting times, etc. if these have not been expressly mentioned and guaranteed in the scope of the offer.

### 4. Shipment

Shipping is always at the expense and risk of the customer, even in the case of carriage paid delivery. Claims resulting from damage or loss during transport must be clarified immediately after acceptance and reported immediately to the carrier, the forwarding agent or other transport involved. In order to protect our customers from loss, we insure all shipments against transport damage on request. The small fees for this will be charged.

### 5. Complaints / Warranties

Notification of defects or other complaints must be made within 6 working days after the goods have arrived at their destination. If defects are found, the supplier is liable to the exclusion of all claims for damages in such a way that he repairs the defective parts free of charge or delivers new ones at his discretion. If the rectification fails and a subsequent delivery cannot be made, the customer can choose to demand a reduction in payment or cancellation of the contract. We are not liable if the customer carries out changes or repair work himself or initiates it on his own authority. No liability is accepted for consequential damage. Separate delivery and guarantee conditions always apply to pumps.

Even in the case of guaranteed properties, liability is limited to compensation for direct damage, unless the guarantee was expressly intended to protect the customer against consequential damage that has occurred. Parts to be repaired are to be delivered to us free of charge. Otherwise, our liability and the liability of our legal representatives and vicarious agents is excluded, unless it is based on intent or gross negligence.

### 6. Terms of payment

Unless otherwise agreed, payments are to be made within 10 days of the invoice date or receipt of the goods with a 2% discount or within 30 days net cash. If this is exceeded, the cash discount is

not deducted and we are entitled to charge interest on the due date at the normal bank debit interest rate and to postpone and reject further deliveries.

The retention of payment due to any counterclaims is excluded. Objections to the invoicing, stating reasons, must be made within 12 working days, otherwise the invoicing is deemed to have been accepted. In the case of export deliveries, payment is always made according to a special agreement.

**For orders over €15,000, please refer to the terms of payment in the respective quotation or order confirmation.**

Payment must always be made after completion. Any delays in delivery that are not our fault will not be taken into account in the settlement. Finished goods are to be paid for in due time after invoicing. We reserve the right to any storage costs, including those incurred by external service providers.

### 7. Retention of title

The goods delivered by us remain our property until full fulfillment / payment of all claims, including future claims, regardless of the legal reason. The buyer may neither pledge our goods nor assign them as security. When our goods are processed / combined by the buyer, we are considered the manufacturer and acquire ownership or co-ownership of the newly created goods. All claims from the sale of goods to which we have ownership rights are already assigned to us by the buyer as security to the extent of our ownership share in the goods sold. At our request, the buyer must provide us with all necessary information about the inventory of the goods owned by us and the claims assigned to us, and inform its customers of the assignment.

### 8. Materials

We must assume that the properties of the materials we use are known - this is particularly true with regard to chemical resistance. In the case of new materials whose operational behavior has not yet been finally clarified, we only guarantee proper processing as specified by the material manufacturer.

### 9. Design protection

If we have to deliver items according to drawings, models or samples given to us by the customer, the customer warrants to us that the industrial property rights of third parties will not be infringed upon by the manufacture or delivery of the items. The customer must pay compensation for all direct damage that we incur as a result of the infringement of any property rights.

### 10. Place of Performance and Jurisdiction

The place of fulfillment for the delivery and payment as well as the place of jurisdiction, also for the assertion of all claims, is Siegburg/Germany for both parties. In addition, the law of the Federal Republic of Germany applies exclusively. The application of the uniform UN sales law (CISG) is expressly excluded.

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