

General Terms and Conditions

of **MAST PUMPEN** GmbH, Pumpenfabrik, Mörikestr.1, D-73773 Aichwald Germany, Internet: <http://www.mast-pumpen.de> – Version: January 2011

I. Scope of validity

1. Our sales terms apply exclusively; we do not recognize contrary terms and conditions from the orderer, or terms and conditions that deviate from ours, unless we expressly consented to their validity in writing. Our sales terms and conditions shall also apply even if we, being aware of conflicting terms and conditions of the orderer or terms and conditions of the orderer that deviate from our sales terms and conditions, carry out the delivery to the orderer unconditionally.
2. The orderer accepts the exclusive validity of these terms upon placing an order, even for subsequent deliveries and with conflicting purchasing conditions.
3. The nullity of individual regulations of these terms shall not affect the validity of the remaining terms.

II. Offerings

Orders shall be deemed accepted only if they have been confirmed in writing or when delivery has been completed. Side agreements and modifications require our written confirmation to be effective.

III. Prices and payments

1. The prices of the price list valid at the time of order shall be valid exclusively. Should our price for the same goods change in general between confirmation of order and delivery, then the new price shall apply. If the orderer objects to the price increase, then we shall be entitled to withdraw from the contract or deliver at the originally agreed price. Any further claims of the orderer are precluded in the case of withdrawal. The same shall apply for multiple delivery contacts for the quantities not yet delivered.
2. The prices apply ex works in the absence of a special agreement. Value-added tax at the applicable statutory rate shall be added to the prices.
3. The terms of payment are according to contract conclusion.
4. The retention of payments or offsetting thereof on account of possible counterclaims of the orderer is not permissible.
5. If payment deadlines are exceeded, the orderer must pay handling charges as of the first reminder.
6. In case of deterioration in creditworthiness of the orderer that becomes known afterwards and a delay, the supplier is entitled to demand payments of deliveries or sureties even if the given confirmation of order provides for another payment method.
7. In case of deterioration in creditworthiness, delayed payment, change of owner, the supplier can withdraw from all present contracts concluded with the orderer fully or in part at any time; any promised bonus or discount is omitted.
8. Accounts receivable become due immediately if the orderer stops payments, becomes unable to pay or is in delay with payments.
9. Checks shall be deemed payment only after full encashment.

IV. Scope of the delivery

Our written order confirmation shall be decisive for the scope of the delivery. Side agreements and modifications require our written confirmation.

V. Delivery period, return delivery

1. Orders are processed within the scope of production capacities. Deadlines on order forms are non-binding.
2. The delivery term starts with the mailing of the confirmation of order, however, not before the supply of the documents, authorizations, releases to be procured by the orderer as well as before receipt of an agreed deposit.
3. The delivery terms is adhered to if by the expiry of the period for delivery the delivery item has left the factory or if readiness for dispatch has been notified.
4. If a delivery is not made within the time stipulated, the orderer can withdraw from the contract if a grace period bet by the orderer in writing has passed effectless for at least one month. If a deadline cannot be met by us or one of our suppliers owing to circumstances beyond our control (e.g. natural catastrophes, war, riot, force majeure, energy shortage, industrial action), it will be extended appropriately insofar as such obstacles demonstrably have a considerable impact on completion or delivery of the delivery item.
5. In the event that a delivery is delayed – insofar as not due to gross negligence of the supplier – compensation for delayed completion is precluded.
6. If the obstacles to delivery exist longer than six months after expiry of the agreed delivery term, each party can withdraw from the contract. Further claims of the orderer because of an exceeding of the delivery term are precluded.
7. Return delivery of items that are not required is possible only under the following circumstances:
An arrangement has been made with the responsible contact person of our company. The items are unused, in mint condition, undamaged and resalable. The packaging is undamaged. The items are not older than one year. Return delivery shall be at the expense of the customer.
The orderer/customer accepts a redemption fee of 10% of the net value of the goods.

VI. Transfer of risk and acceptance

1. The risk is transferred to the orderer no later than the dispatch of the delivery, namely also if partial deliveries are made or if the supplier has accepted other services, e.g. the shipment costs or carriage. On request of the orderer the delivery shall be insured - at the cost of the orderer - by the supplier against theft, breakage, transport, fire and water damage and other insurable risks.
2. If shipment is delayed because of circumstances to be answered for by the orderer, the risks are transferred to the orderer on the date the goods are reported ready for shipment, the supplier is however obliged, at the request and the expense of the orderer, to effect insurance as requested by the orderer.

3. The orderer shall take delivery of the supplied goods, even if they are slightly defective, regardless of the rights arising from section VIII.
4. Partial deliveries are permissible.

VII. Retention of title

1. The supplier reserves the title to any and all delivery items until complete payment of all claims against the orderer including claims arising in the future from contracts concluded at the same time or at a later date. This is also then valid if individual or all claims were included in a current invoice and the balance is struck and acknowledged. Until such time, the orderer must insure the delivery item at its own expense and for the benefit of the supplier against fire and water damage and must provide evidence of this insurance to the supplier upon request. The orderer must also permit the supplier and its representatives access to the storage site. Until complete payment of the delivery item, the orderer may not sell or charge the item nor dispose of it in any other way and must inform the supplier immediately in the case of a lien.
2. In the case of conduct by the orderer in breach of contract, in particular in the case of delay in payment, the supplier is entitled to withdraw and the orderer is obliged to hand over the item.
3. The orderer is entitled to resell the delivered items in the ordinary course of business. The orderer assigns to the supplier as early as contract conclusion any accounts receivable incurring from reselling towards customers or third parties, regardless of whether the goods were resold without or after processing (extended retention of title). The orderer shall remain authorized to collect these accounts receivable even after assignment. The supplier's authority to collect claims itself remains unaffected by this; the supplier, however, agrees not to collect the claim as long as the orderer meets its payment obligations properly and is not delinquent. The supplier may demand that the orderer announced the assigned accounts receivable and its debtors, provides all information required to assert claims, hands over the associated documents and informs the debtors of the assignment. If the delivery item is resold together with other goods, the orderer's claim to the buyer in the amount of the delivery price agreed between the supplier and the orderer is deemed to be assigned.
4. The retention of title is also valid toward the forwarding agent that the goods are handed over to.
5. Assignments pertaining to the extended retention of title of the supplier may not be made without the approval of the supplier.

VIII. Warranty and liability

1. The orderer must examine the good immediately on receipt. Complaints relating to recognizable defects or recognizable incompleteness or incorrect delivery must be made to us immediately on receipt, other defects immediately in writing when they are discovered. In the event of complaints or defects which are not communicated in a timely manner, the delivery shall be considered accepted as a whole.
2. All parts affected are to be remedied or replaced according to the reasonable discretion of the supplier with respect to the options open to the supplier that should arise within 12 months from commissioning due to circumstances that arose before the transfer of risk - especially due to defects in construction, raw materials, or defective completion - rendering the delivery unusable or only usable with major impairment. The supplier must be notified of the detection of such defects immediately in writing. Any items replaced will return to the possession of the supplier. The term ends at the latest 18 months after delivery from our factory or readiness for shipment.
3. Defective parts must be sent in exclusively free of postage or carriage after agreement with the supplier and providing the name and address of the owner as well as full type designation, device number and the delivery date. The supplier may demand collection by its parcel service or forwarding agent.
4. Of the direct costs which are incurred as a result of the supplementary performance, the supplier shall pay - provided that the complaint proves to be justified - the material costs. All other costs shall be borne by the orderer.
5. For material procured components the supplier's liability will be restricted to the cessation of his liability claims, due to the supplier from the supplier of the procured component.
6. No liability will be assumed for damage based on unsuitable or incorrect use, natural wear, any errors made by an installer dispatched at the request of the buyer, faulty or negligent handling of the goods.
7. The liability of the supplier is limited to the value of the delivered goods.
8. The warranty expires if repairs or modifications or replacements of individual parts are made by someone other than the supplying company.
9. The limitation period for products amounts to 18 months, six months for replacement parts and reconditioned products, beginning with the transfer of risk.

IX. Place of fulfillment and place of jurisdiction

Place of fulfillment for the obligations of both parties and place of jurisdiction shall be Esslingen. It is up to the supplier to choose another place of jurisdiction permissible by law. In all cases, German law shall be applicable exclusively.

X. Data protection

The data arising in connection with the conclusion and transaction of the delivery contract will be processed by the supplier or its affiliated companies in compliance with legal requirements. We point out that we store personal data about you in accordance with § 26 Bundesdatenschutzgesetz (German Data Protection Act).