

General Terms & Conditions of Business

I. Introduction

These General Terms & Conditions apply to all - including future - contracts, deliveries and other services, unless these have been modified or excluded with our express written consent. We are not bound by the terms and conditions of the buyer or customer, even if we do not expressly object to these when we receive them.

II. Offer / conclusion of contract

- (1) Our offers are non-binding. All documents belonging to the offer, such as photocopies, drawings, dimensions, weight and performance specifications are only to be regarded as approximate unless they are expressly designated as binding.
- (2) An order is only considered accepted if it has been confirmed by us in writing. The content and scope of the order is solely determined by our written order confirmation.
- (3) Amendments and ancillary agreements require our written confirmation to be effective.

III. Prices

- (1) Our prices are ex works or ex warehouse plus freight, packaging, postage, insurance and other shipping costs and plus VAT.
- (2) If wages or other production costs, including our procurement costs, increase at our company after the order has been confirmed and before the goods are dispatched, we are entitled to raise the original purchase price to take account of these increased costs.
- (3) Orders with a goods value of less than €125 are generally billed at net prices without granting a discount.
- (3.1) The minimum order value is €50 per order.
- (5) An additional handling fee of €30.00 will be charged for factory test reports, certificates of compliance etc. that are subsequently requested.
- (5) The information on weight, dimensions, capacity, price, performance, etc. contained in catalogues, brochures, circulars, advertisements, illustrations and price lists is only approximate. Such information is only binding if it is expressly referred to in the contract.

IV. Delivery times, right of withdrawal and right of retention

- (1) The delivery period begins when our order confirmation is sent, but not before all the documents and approvals required for the execution of the order have been received and all essential questions have been clarified. Delivery times and dates refer to the time of dispatch from the factory or warehouse. They are deemed to have been complied with upon notification of readiness for dispatch or when the goods have left the delivering works. We cannot be held liable for deliveries that are delayed or not made through the fault of our sub-suppliers.
- (2) If we are unable to meet the agreed delivery date, the customer must grant us a reasonable grace period for subsequent delivery. It begins on the day on which we receive written notice of default. A claim for damages is excluded. This does not apply if there is intent or gross negligence on our part.
- (3) Force majeure entitles us to postpone delivery for the duration of the hindrance and for a reasonable start-up time thereafter. If the performance of the contract becomes unreasonable for one of the parties, they may insofar withdraw from the contract.
- (4) Force majeure exists in all circumstances that make delivery significantly more difficult or impossible for us, such as lockouts, strikes, operational disruptions (e.g. fire, machine breakdown, lack of raw materials or energy) as well as obstructions to traffic routes, regardless of whether these circumstances occur at our factory, at the supplying plant or a subcontractor.
- (5) If the customer does not meet its payment obligations, we are entitled to withhold the goods without the customer being able to make any claims. This applies until the payment obligation has been settled.
- (6) If the order is cancelled, 15% of the order total price will be charged if the goods in question are catalogue goods. Special components and systems that are already in production cannot normally be cancelled. Point X (4). applies in this case.

V. Shipping and transfer of risk

- (1) The items ordered are shipped at the expense of the customer in the agreed manner (ex works, free German border, fob, cif, etc.). However, we are only liable for intent and gross negligence. We accept no guarantee for the selection of the cheapest shipping method. The customer bears the packaging costs, as well as all expenses for transport insurance taken out at his request. Packaging will be charged at cost price and will not be taken back.
- (2) The risk passes to the customer when the goods leave our warehouse or the factory.
- (3) Goods that have been lost or damaged during transport shall under no circumstances discharge from payment of the invoice. We will provide proof of delivery.
- (4) If the shipment is to be made by express, express parcel, overnight express or similar, the additional costs are to be borne by the customer.

VI. Manufacturer's warranty

- (1) We extend a warranty for the parts supplied by us to the extent that this is granted by our suppliers. As a rule, the warranty extends to 6 months from delivery so that unusable or damaged parts as a result of poor material, faulty design or poor workmanship are repaired or replaced free of charge as quickly as possible, whereby the material in question must be sent carriage paid to our works in Salzgitte. We only carry out the warranty on site if transport to our factory is not possible; the costs for the shipment to and from (50%) are to be borne by the client. Always excluded from the warranty are: Wearing and rotating parts (especially mechanical seals of pumps, piston counters, etc.), nozzles and much more. More details on the following page. If a repair is not possible within a reasonable period of time, a refurbished spare part (if available) will be delivered at short notice against payment. In the case of justified

claims, a credit note will be issued for the billed spare part. The old part becomes the property of P&A. In the event of unjustified claims, the billed spare part must always be paid for, since the removed component is the property of the customer. Consequential costs, such as the costs for on-site repairs, recalibration, container suction, are generally not covered.

- (2) If material defects are identified, they must be reported to us in writing without delay - in the case of recognisable defects, however, at the latest within 8 days after receipt, in the case of non-recognisable defects immediately after these become apparent. Shipments that arrive damaged must be inspected immediately in the presence of the deliverer.
- (3) In the event of improper assembly or the like, any warranty claim lapses. The customer itself is not entitled to remedy any defects without our consent at our expense or through third parties or to make claims for price reductions derived from this.
- (4) We are not liable for damage caused by improper handling, unsuitable working materials and the like.
- (5) see also Supplementary Sheet 2

VII. Compensation for damages

- (1) Claims for damages by the customer, even if they can be derived from the law, e.g. from misconduct, are excluded unless the damage is due to an intentional or grossly negligent breach of contract by us or by one of our legal representatives or vicarious agents. This also applies to damages resulting from the breach of obligations during contract negotiations.
- (2) If the customer does not accept the goods within a reasonable period of time despite a reminder, we can demand 15% of the respective net value of the goods as damages without any further proof.

VIII. Retention of title

- (1) All delivered goods remain our property until all claims have been settled, regardless of the legal basis, including future or conditional claims, also from contracts concluded at the same time or later. This also applies if payments are made on specially designated claims.
- (2) Pledging or assignment as security is prohibited until the full purchase price has been paid, and resale in the normal course of business is only permitted under the condition that the reseller receives payment from his customers or applies the proviso that ownership only passes to the customer when he receives the goods paid in full. Under these terms, we consent to the transfer of our property to third parties.

IX. Payment

- (1) Our invoices are payable net without any deductions within 14 days of the invoice date - even in the case of partial deliveries. However, we can also make delivery dependent on immediate payment.
- (2) As soon as orders exceed an invoice amount of €5,000.00, the following payment scheme applies:
 - 30% when the order is placed or when the order is confirmed within 14 days of the invoice date without any deduction
 - 70% within 14 days of the invoice date without any deduction (except for special agreements)
- (3) The withholding of payments or offsetting due to any counterclaims of the customer disputed by us are not permitted, with the exception of claims of the customer or buyer that have been recognised by us or have been legally established.
- (4) In the event of a delay in payment, we are entitled to charge interest at 3% above the respective discount rate of the Deutsche Bundesbank, but at least 8% p.a. from the due date.

X. Costs for returning goods and goodwill arrangements

- (1) Stock items can only be returned with our consent.
- (2) Return deliveries must always be made carriage paid.
- (3) 15% of the value of the goods - but at least €30.00 - will be charged as a processing and inspection fee for the return of stock items.
- (4) Custom-made products, special orders, special designs, systems/assemblies and services are generally excluded from cancellation or return, or a cancellation fee of at least 30% will be charged. Custom-made products and special designs are all items that are not included in our catalogue.

XI. Severability clause

Should individual provisions of this contract be or become invalid, this circumstance shall not affect the effectiveness of the remaining provisions. The contracting parties agree to replace the invalid provision with an effective provision that comes closest to the financial purpose pursued by the parties.

XII. Data protection, place of performance and place of jurisdiction

- (1) We would like to point out that we store and process the data required to carry out business processes in accordance with the provisions of the Federal Data Protection Act (BDSG).
- (2) Place of performance and place of jurisdiction for all rights and obligations of both contractual partners is Salzgitte. The contractual relationships are exclusively governed by the law of the Federal Republic of Germany.

XIII. Services and assembly work

- (1) Additional and unforeseeable services/fittings that are not included in our scope of supply as well as additional travel costs that go beyond our estimated price are generally charged at cost.

Assumption of warranty for systems and assemblies within the scope of the warranty

- For the assemblies and systems supplied by us, we assume a warranty for the function and execution for a period of one year (electronic components 6 months) from delivery or commissioning (if commissioning takes place max. 14 days after delivery), under which we undertake to repair or replace parts that become defective or unusable during this period as a result of defective material or poor workmanship, free of charge and as quickly as possible, whereby the defective material must be sent carriage paid to our works in Salzgitter.
If a repair is not possible within a reasonable period of time, a refurbished spare part (if available) will be delivered at short notice against PAYMENT.
In the case of justified claims, a credit note will be issued for the billed spare part.
The old part becomes the property of P&A.
In the event of unjustified claims, the billed spare part must always be paid for. The removed component is the property of the customer. At the customer's request, the old part can be transferred to P&A's stocks, with P&A determining the amount of the credit note.
Consequential costs, such as the costs for on-site repairs, recalibration, container suction, are generally not covered. We expressly reject any other liability for direct or indirect damage.
Replaced components become our property.
- The warranty obligation expires if the delivered assemblies and systems are improperly put into operation, assembled, maintained or treated by the buyer in accordance with our instructions. The warranty also expires if the customer carries out repairs on our components or systems by itself or through third parties without our written consent.

The following are also excluded from the guarantee:

Wearing and rotating parts (in particular mechanical seals of pumps, piston counters, etc.), fuel nozzles, PinPad (when the safety level is triggered), filter inserts, lamps, fuses, damage due to freezing, excessive stress, corrosion and the like. Consequential costs such as TÜV and calibration fees, gas losses, third-party invoices, etc. are never accepted.

- If the commissioning was carried out by P&A and the rectification of defects is carried out on site at the customer's request, **50%** of the travel costs incurred (outward and return journey) and expenses will be charged in accordance with our terms & conditions for assembly work 9/2016. However, the effective repair time is at our expense at P&A.
- If the commissioning was not carried out by P&A and the rectification of defects is carried out on site at the customer's request, the rectification of defects is carried out under our warranty conditions, i.e. the costs for the arrival and departure are charged at **100%**. However, the effective repair time is at our expense at P&A.

P&A always endeavours to keep repair costs as low as possible. For this reason, P&A will attempt to arrange to have a PA service technician call to remedy the fault as part of another tour. This has the advantage that the distance from Salzgitter to the plant location does not have to be billed/paid for in all cases (cost reduction).

On this basis, the respective distance flat rates are charged at 50% each!

The following services are not charged:

- a) Installation time on site plus allowance and expenses according to installation conditions
- b) Materials used
- c) Any freight costs for sending spare parts

Important notice:

P&A reserves the right to use overhauled components or to repair the removed components. The removed components always become the property of P&A. In principle, no new guarantee begins with the replacement of the defective component, but the original guarantee period continues.