



MAWO Piping Specials GmbH

Terms and Conditions for the Purchase of Goods and Services

§ 1 Scope of application

- (1) Unless otherwise agreed in writing, these Terms and Conditions apply to all purchase orders and contracts in respect of which MAWO Piping Specials GmbH (MAWO) acts as principal or buyer, or orders a work. These Terms and Conditions apply also to all future transactions without MAWO being required to separately refer to that fact.
- (2) The contracting partner's terms and conditions shall not apply. There is noneed to object to these.
- (3) The contracting partner acknowledges in the context of any supply or service the exclusive application of these Terms and Conditions for the Purchase of Goods and Services.

§ 2 Purchase orders

MAWO is bound by a purchase order only if the purchase order is placed in writing (by letter, email, fax).

§ 3 Supplies/services

- (1) The delivery/service target date is the date indicated by Erne Fittings on which the ordered goods shall be delivered to the delivery location along with all transport, customs and accompanying documents or on which the service shall be provided at the location where the service is performed.
- (2) MAWO may refuse to accept early or delayed supplies/services and return the goods for the supplier's account and at the supplier's risk or it may store the goods with third parties.
- (3) If the contracting partner becomes aware that he will not be able to provide all or parts of supplies/services in due time, he shall immediately give notice there of, indicating the date when he will provide the supplies/services (new delivery/service target date).

MAWO may cancel the contract or accept the new delivery/service target date.

MAWO may refuse to accept partial, insufficient or additional supplies/services.

- (4) If the contracting partner is in default, MAWO may in any case demand an immediately payable penalty equal to 1% of the purchase order sum for each commenced week of delay which shall not exceed 10%. Any additional loss shall be compensated.



- (5) Except with MAWO's consent, a purchase order placed may not be forwarded to a subcontractor, whether in whole or in part.
- (6) Supplies/services will be provided free and clear of all encumbrances and reservations, including, without limitation, liens and reserved title.

§ 4 Transport

- (1) The contracting partner shall comply with the shipping policies of MAWO and those of the forwarding agent or the carrier. The shipping documents shall indicate the purchase order and position numbers.
- (2) Goods will be shipped for the account and at the risk of the contracting partner, who shall also bear all costs of insurance and packaging.

§ 5 Delivery/service location, transfer of risk

- (1) Unless otherwise agreed, the delivery/service location shall be the business premises of MAWO for which the supplies/services are intended.
- (2) Any risk shall transfer not until after unloading of the goods at the delivery location and provision of any other service at the location where the service is performed.

§ 6 Prices, invoice and payment

- (1) Prices are fixed prices and include all expenses arising for the complete provision of the supplies/services.
- (2) Invoices shall become due and payable only if they quote MAWO's purchase order and position number.
- (3) If supplies/services are defective, MAWO may retain payment pending complete performance.
- (4) Provided that supplies/services are defect-free and complete and properly invoiced, payment will be made within 14 days after receipt of the invoice with 3 % cash discount or within 30 days without deduction.

§ 7 Warranty

- (1) The contracting partner warrants that the supplies/services are in line with the agreement and the usually expected qualities, including, without limitation, relevant standards and the state of the art. Any machinery and facilities shall particularly comply with the functional specifications and the product-specific safety and functional standards.
- (2) The contracting partner shall verify the quality and quantity of his supplies/services. MAWO is expressly not required to inspect supplies and to give notice of defects.
- (3) At MAWO's election, the contracting partner is required to rectify defects within a reasonable time or to grant MAWO a price reduction.



- (4) In urgent cases, MAWO may rectify defects itself or procure the rectification of defects by third parties. All related costs will be borne by the contracting partner.

§ 8 Property rights

The contracting partner warrants that his supplies/services will not infringe upon any rights of third parties, and he shall hold harmless and indemnify MAWO for and against all claims that are asserted on the grounds of an infringement of such rights.

§ 9 Confidentiality

The contracting partner shall not disclose his business relationship with MAWO and shall keep confidential any information obtained from MAWO also after the performance of the contract.

§ 10 Tools and other parts

- (1) Any tools provided or paid for by MAWO will remain the property of MAWO or shall be transferred to MAWO's property. They may be used only for goods which are delivered to MAWO. The contracting partner shall insure the tools at the replacement value at his own cost and expense. He hereby assigns to MAWO all compensation claims he may have under that insurance.
- (2) The contracting partner shall inspect, maintain and repair the tools at his own cost and expense. He shall immediately report any loss or damage to MAWO.
- (3) The contracting partner shall immediately return the tools at MAWO's request at his own cost and expense.
- (4) Any other parts provided or paid for by MAWO shall also remain MAWO's property or shall be transferred to MAWO's property. If these parts are combined with other parts or are processed, MAWO obtains coownership of the new item in proportion of its parts' value (cost of acquisition) compared to the other combined or processed items.

§ 11 Damages

- (1) The contracting partner shall be liable to MAWO for any drawback arising from a violation of the contract, including, without limitation, disadvantages from late or defects in supplies/services. This liability also covers any supply/service of subcontractors and up-stream suppliers. The contracting partner shall also bear all costs that may arise in connection with any recall action.
- (2) At MAWO's request, the contracting partner shall purchase, and maintain for at least three years after the provision of supplies/services, liability insurance that provides insurance cover of at least EUR 5 million. He shall evidence that insurance to MAWO upon request.



§ 12 Final provisions

- (1) All legal relationships between MAWO and the contracting partner shall be governed by and construed in accordance with German substantive law, without giving effect to the UN Sales Convention.
- (2) The exclusive place of jurisdiction for any disputes with contracting partners that are domiciled in a state which has ratified the Lugano Convention dated 16th September 1988 or where Regulation (EC) No 44/2001 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters is applicable shall be Düsseldorf.

Any disputes with contracting partners that are domiciled in any other state shall be decided by the International Court of Arbitration (ICC) in Paris.

However, MAWO may in both cases sue the contracting partner also another court having jurisdiction for the contracting partner.