

1. Validity

All quotations, acknowledgments, deliveries and services are done exclusively under the following terms and conditions.

All differing terms and conditions by the purchaser will be accepted only if confirmed explicitly in writing in our order acknowledgment.

Our terms and conditions do apply for all future contracts with the purchaser, even if not explicitly referred to in such contracts.

2. Quotation

Service Manuals, Drawings or other documentation will be supplied in German or if requested in English language, in paper or as pdf files. If test reports or other certificates or drawings other than installation drawings are required, extra costs may be incurred which will be charged at net cost.

All quotations, drawings, manuals or any other technical or commercial information passed on to the purchaser remain our property. Such information must not be made known to third parties without our explicit written approval.

Dimensions, weights and performance data are approximate only, unless explicitly confirmed to be final and binding.

All quotations are without obligation and subject to modifications.

A contract has only been achieved with our written order acknowledgment.

3. Scope of Supply

Our supply is restricted to items which are specified in writing in our order acknowledgment. Goods will be supplied ex works to Incoterms 2010.

All purchase orders received including any verbal or collateral agreements are accepted and validated only by our written order acknowledgment.

We reserve the right to correct obvious, semantic or factual errors which do not warrant indemnity claims. The purchaser will be responsible for the installation and operation of any special or legally required safety systems or appliances on or for goods supplied by us, unless those items are explicitly specified in the order acknowledgment.

4. Price - Purchase order - Payment

All prices are valid ex works exclusive packing, unless a different written agreement is reached. Payments are to be made according to payment conditions of our order acknowledgment into the

bank account stated in the order acknowledgment free of transfer charges.

Repairs, assembly work or other services are to be paid net immediately upon receipt of invoice.

Payment is considered to be complete only after the total amount is credited to our account.

Non compliance with the payment terms as specified in the order acknowledgment will result in default interest even without additional reminders. Interest will be charged with 5% interest above the Main Refinancing Interest Rate of the European Central Bank. Withholding or compensation of payments because of warranty or other claims or counter claims is not accepted and debarred.

5. Delivery Period

The delivery period starts from the date of the order acknowledgment but not before all information has been received from purchaser which is essential to the fulfilment of the order. If an initial payment has been agreed upon, delivery time starts after receipt of such payment.

The delivery period has been met if goods have left the works or after the purchaser has been informed of their readiness for dispatch. The delivery time can be extended if the reason for such delay is outside the control of the supplier.

For delays where we are responsible, the purchaser can under exclusion of other claims demand compensation for proven damage incurred for each week delay in the amount of 1/2% but not more than 3% of the value / price of the delayed part of the goods to be supplied. Payment terms and transfer of risk are the date of our order acknowledgment even if the purchaser requests a delay in delivery.

6. Retain of Title

6.1. Goods dispatched remain our property until payment has been done in full and has been credited to our account. The same holds for all future supplies even if we do not explicitly refer to those. We retain the right to cancel the contract and to demand return of goods to our work if the purchaser breaks one or more clauses of the contract.

6.2. Goods dispatched remain our property until payment has been fully received, even if such goods are incorporated into the purchaser's products and even if they are supplied to third parties by the purchaser.

7. Warranty Claims or Repairs.

We are responsible for shortcomings or for not performing as per data given in our order acknowledgment only if we are informed of such shortcomings immediately. Our responsibility is restricted to our products only and exclusive of other claims.

7.1 Claims for the following are outside warranty:

7.1.1 If goods supplied are manipulated or stripped by third parties without our prior explicit written approval.

7.1.2 If operation of goods or their installation and putting into operation is not according to our service and installation manual or not to the conditions of the order acknowledgment.

7.1.3 inappropriate or unsuitable use.

7.1.4 incorrect installation or start up by end user or by third parties

7.1.5 wear on wear parts like for example (but not exclusively) on seals.

7.1.6 If there was faulty or missing service or not as demanded in our service manual

7.1.7 for factors outside of the control and responsibility of the supplier or manufacturer.

7.2 All parts which under a 8 hour/day operation show malfunction within 12 months from start up but not later than 18 months from arrival at clients shop will be replaced or repaired by the supplier, provided it can be shown that the fault was inherent in the parts or components at the time of leaving the suppliers works.

7.3. The purchaser will cover all shipping costs. No other charges will be accepted by the supplier.

7.4. Start up is the date of the first ever operation of goods supplied, even if for testing only. Unless the supplier is informed, the estimated day of arrival of goods will be considered as start up day.

7.5. If start up is late without fault of the supplier, warranty starts latest 6 months after the goods were ready for shipment to purchaser..

7.6 Repair or modification of goods does not increase the warranty period.

7.7 No warranty can be accepted if either there is insufficient time for remedy or if the claimant without prior written consent does his own repair.

7.8. For bought out items the warranty of the manufacturer is relevant.

7.9 Warranty can be denied if the purchaser has not completed his commitments.

7.10. Expenditures by the supplier due to unfounded claims will be charged as services rendered.

7.11 Warranty for Repair

In case of repair the warranty is restricted to the parts exchanged or repaired and requires a claim immediately upon return of the repaired goods.

8. Insurance

Goods shipped by Purchaser to Armak GmbH or to any company cooperating with Armak are not insured by Armak GmbH, neither in transit nor after arrival. Insurance against any damage whilst goods are in custody of Armak or their partners can on request be arranged by Armak GmbH.

9. Limit of Warranty

9.1. Claims not covered by these conditions are excluded, particular claims for damages not on goods supplied by us.

9.2. If we cannot satisfy a warrant claim, the purchaser has the right to cancel his order without further claims

10. Court of Jurisdiction

This contract and all relevant agreements between the parties are based exclusively on the law of the Federal Republic of Germany.

Court of Jurisdiction is Stuttgart, unless a different agreement has been reached.

Only written agreements between the parties concerning this contract are valid.

If parts or sections of this contract become invalid or need modifications, all other parts remain valid. The parties agree to replace the invalid section by a legally valid agreement that is nearest to the original intention.

11. Trial Orders

Trial orders should give the purchaser the option to inspect and test goods without financial commitment. They require a separate agreement, stating the commitments of supplier and user.