

Terms of sale and delivery for the equipment and systems business

The current "General terms of delivery for products and services of the electrical industry" shall apply.

Additionally, our

Supplementary terms of delivery for products and services of PLEVA GmbH

shall apply.

Our extended warranties are derived from the provisions contained in the "General terms of delivery for products and services of the electrical industry, Para. VIII. WARRANTY". Within the framework of these warranties, the following special conditions shall apply. We shall be liable for any faults in the equipment supplied by us, excepting any further liability such as dismantling and assembly costs, shutdown times, and all costs of other damage. We shall no longer be liable in any way in the event of seal removal or damage, interference with the equipment or arbitrary or unconscious equipment damage.

We shall not guarantee a certain service life for thermocouples, resistance thermometers, protective fittings and any other parts exposed to difficult operating conditions.

Only our direct partners shall have the right to claim against our warranty, in accordance with the purchase contract.

Faults shall be rectified free of charge within the framework of our warranty service, whereby faulty equipment must be sent to our factory carriage paid, and also duty paid in the case of deliveries across a border.

Any additional costs occurring shall be remunerated to us, if we send our experts to work externally to investigate or rectify any faults in exceptional cases. The same shall also apply to costs which we incur resulting from unjustified complaints.

All goods and products supplied by us are delivered exclusively with a reservation of ownership. The goods remain our property until full payment for the claims from the business relationship, including ancillary claims and claims for compensation, have been made, where payment consists of cheques and/or bills of exchange, until these have been cleared. This also applies where all or individual claims of ours from a current account are included in a current account, and the balance is drawn and accepted. Insofar as payment is made by means of the cheque-bill exchange procedure (through use of reverse bills), ownership is only transferred following unreserved clearance of the bill of exchange.

The buyer may not pledge nor assign for security the reserved ownership goods (that is goods, which, following composition, blending or processing are co-owned by us in accordance with the following conditions).

Where major contractual obligations are infringed, in particular in the event of a delay in payment, following a reminder, we are entitled to take back the goods. The buyer is obliged to hand these back. Insofar as the German Instalment Payment Law does not apply, the taking back as well as the attachment of the goods by us shall only be deemed to be a revocation of the contract, where this has been expressly stated by us in writing.

Where we exercise our right to take back, in the event of a payment delay, and we take back the goods delivered under reserved ownership, a credit will be given solely for 50 % of the invoiced purchase price. The difference serves to cover our expenses such as for freight costs, new marketing costs, packaging costs, etc.

The buyer retains the right to show that a lower loss has been incurred.

The buyer must immediately notify us of attachments and other threatened limitations to our rights by third parties, stating the precise circumstances, which permit an intervention.

The buyer is entitled to process the reserved ownership goods, or to sell these on as part of proper trading.

The claims of the buyer from the further sale of the reserved ownership goods are assigned to us at this stage so as to safeguard our claims from the business relationship. We accept the assignment. In the event of the sale of the reserved ownership goods together with third party goods, in a processed or non-processed state, the assigned claim only applies for the invoiced value of the reserved ownership goods supplied by us. The buyer is authorized to collect the assigned claims for us in trust.

The collection authorization can be revoked, where the buyer fails to properly fulfil his payment obligations from the underlying contract. In the event of a cessation of payment, application or opening of court bankruptcy proceedings or out-of-court composition proceedings, or some other pecuniary deterioration of the buyer, we can also demand that the buyer notify us of the assigned claims and their debtors, provide us with all the necessary details for collection of the claims, supply us with the associated documents and notify the debtors of the assignment. In addition, the buyer authorizes us at this stage, in this event, to notify the customers of the advance assignment.

We engage to release the securities given to us, as we see fit, upon the demand of the buyer, where their value exceeds over 20 % of the existing claims against the buyer.