



NO. 1 IN PIPEWORK SYSTEMS

General Terms and Conditions of Delivery and Payment

Last updated: April 2019

1. General Information

(1) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Delivery and Payment (in the following "T&C"); we do not recognise any terms and conditions of the Purchaser which contradict or deviate from our T&C unless we have expressly agreed to their validity in writing. Our T&C also apply if we deliver to the Purchaser without any reservations although we are aware of Purchaser's terms and conditions which contradict or deviate from our T&C.

(2) Our T&C apply to entrepreneurs (§ 14 German Civil Code – BGB), legal entities under public law and special funds under public law ("öffentlich-rechtliches Sondervermögen") only.

2. Conclusion of the Contract; Contract Documents

(1) Our offers are subject to confirmation and non-binding unless they are explicitly specified as binding. The Purchaser's order of goods is viewed as a binding offer to contract. Unless otherwise stated in the order, we are entitled to accept this offer to contract within one week of receipt. During this period the Purchaser is bound to his order. The contract is deemed to be concluded upon our confirmation (order confirmation). In case of immediate delivery, our delivery replaces the order confirmation.

(2) The Purchaser must check our order confirmation without undue delay to ensure that it is correct and complete and must inform us of any discrepancies between the order and the order confirmation without undue delay. In the event of discrepancies from his order, the discrepancies are deemed to be approved by the Purchaser if the Purchaser accepts our delivery without reservation.

(3) Performance characteristics specified in catalogues and orders such as figures, drawings etc. are to be considered an approximation only. In particular, such information represents no guarantees or assurances („Zusicherungen“) and do not relieve the Purchaser from its duty to execute own tests or examinations.

(4) Our salespersons are not authorised to make further agreements or give assurances which exceed the content of the written contract or these T&C.

(5) The Purchaser is liable for the correctness, accuracy and completeness of his order data and all of his order documents, especially those relating to drawings as well as for technical data and samples. Verbal specifications, including those relating to amendments and modifications of the documentation and data provided, require written confirmation.

3. Prices; Terms of Payment

(1) Our prices are EURO prices. Unless stated otherwise in the order confirmation, our prices are FCA (pursuant to Incoterms 2010 or in their respective version valid in time) ex our works in Porta Westfalica plus packaging costs and the then applicable value-added tax.

(2) Our prices do not include installation, commissioning and assembly costs nor packaging, freight, postage and insurance costs.

(3) We reserve the right to adjust our prices adequately in case cost increases or decreases occur which are not attributable to us, especially due to materials costs, the increase in raw or auxiliary materials prices, wages and salaries, freight or public charges, if there is an interval of more than three months between the date of conclusion of the contract and delivery or the last partial delivery. In this case, costs decreases and increases will be netted. We will produce evidence of these cost changes upon the Purchaser's request.

(4) Deliveries and services in excess of the order will be - after consultation with the Purchaser - invoiced separately.

(5) Payments are to be conducted cashless and free of charge without any deductions. Unless indicated otherwise in the order confirmation, our invoices are due and payable within 14 days after the invoice date and receipt of the invoice. In case prepayment has been agreed upon, the deadline for delivery begins to start only after receipt of the full invoice amount.

(6) Despite dissenting provisions by the Purchaser, we are entitled to offset the Purchaser's payments first with older claims due against the Purchaser; we will inform the Purchaser of any type of offsetting. In case any costs and interests have already occurred, we are entitled to offset the payment first with the costs, then the interests and the main service at last.

(7) Payments are only considered settled if we can dispose of the amount.

(8) In case of the Purchaser's default in payment, the statutory provisions are fully applicable.





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(9) The Purchaser is not entitled to withhold payments based on counter-claims or offset counter-claims unless these counter-claims have been recognised by us, are undisputed or have been established by a final non-appealable court decision (res judicata). However, counter-claims of the Purchaser existing or arising under the same contract for defects or non-performance and/or unfinished or incomplete performance remain unaffected.

4. Serial Deliveries, Long-term and Call-off Contracts

(1) Unlimited contracts are subject to ordinary termination giving three months' notice prior to the end of a calendar month, unless provided otherwise.

(2) In case of call-off contracts, unless provided otherwise, binding quantities are to be notified at least 3 months prior to the delivery date by call-offs. Additional costs arising as a result of delayed call-offs or subsequent amendments to a call-off regarding time or quantity by the Purchaser will be borne by the latter.

5. Time of Delivery

(1) Unless explicitly provided otherwise, any indicated delivery times are approximate only. Any delivery deadline only starts to run if all details of execution have been clarified and both parties have mutually agreed on the conditions of the order. Any agreed delivery date will be postponed accordingly. Any change made to the scope of services will result in a corresponding extension of the delivery period once the order has been accepted.

(2) Fulfilment of our delivery obligations further requires timely and proper fulfilment of the Purchaser's obligations. The defence of non-performance remains reserved. In addition, we are entitled to postpone delivery as long as the Purchaser has failed to fulfil due payment obligations arising out of previous deliveries without justification.

(3) In case we are prevented from adhering to agreed delivery dates as a result of force majeure, labour disputes, governmental action, energy or raw material shortages, transport bottlenecks or hindrances, operational hindrances, for example due to fire, water and/or machine defects, for which we are not responsible, or other disruptions in the flow of operations either at our premises or those of suppliers or subcontractors for which we are not responsible and which can be proven to have a significant impact, we are obliged to inform the other party without undue delay ("unverzüglich"). In such cases we are entitled to extend the delivery period by the period of the event of force majeure or the disruption if we have informed the Purchaser pursuant to the above information obligation. If delivery becomes impossible as a result thereof, our obligation to supply will become null and void and claims for damages be excluded. If the Purchaser proves that subsequent performance of the contract is of no interest to him as a result of the delay, he may withdraw from the contract, any further claims being excluded. If the event of force majeure or the disruption lasts longer than three month, we may withdraw from the contract in view of any part of the contract which has not yet been performed, provided that we have informed the Purchaser pursuant to the above information obligation and have not assumed the risk of procurement ("Beschaffungsrisiko") or a delivery guarantee.

(4) Article 5 (3) applies mutatis mutandis if and to the extent that we have, prior to conclusion of the contract with the Purchaser, entered into a covering transaction which – if properly executed – would have enabled us to fulfil our contractual obligations in our relationship with the Purchaser and have not been supplied by our suppliers in conformity with the contract and/or due time with no fault on our part.

(5) In case we are in default, the Purchaser may specify an additional period for performance in writing and, if said period elapsed to no avail, withdraw from the contract. An additional period for performance is not required if we seriously and finally refuse to perform the contract or if the underlying contract is a fixed-date transaction ("Fixgeschäft") according to Section 323 para. 2 No. 2 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB) or if special circumstances exist which, taking into account the interests of both parties, justify immediate withdrawal from the contract.

(6) We are liable for damages in accordance with Article 10 of these T&C only. The Purchaser's right to withdraw from the contract is governed by statutory provisions.

(7) If an acceptance inspection of the delivered goods has been agreed, the acceptance inspection has to be performed at our factory immediately after we have informed the Purchaser that the goods are ready for acceptance, unless otherwise agreed. The Purchaser will bear the costs of the acceptance inspection.

(8) If the Purchaser is in default of acceptance or if the delivery is delayed for reasons which are attributable to the Purchaser, we will be entitled to claim compensation of any damage incurred as a result thereof, including additional expenses, if any. In these cases, we will store the goods at the Purchaser's risk and invoice the Purchaser for such storage. We are entitled to charge for the storage a flat fee of 0.1 % of the net price agreed in the contract for each completed working day ("Werktag") but not more than 5 % in total of the net price agreed in the contract. We reserve the right to assert further claims. The





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Purchaser reserves the right to prove that we incurred no damage or a substantially smaller damage than the foregoing flat fee.

(9) We reserve the right to make partial deliveries if and to the extent that they are reasonably acceptable for the Purchaser, also considering the Purchaser's interests.

6. Delivery and transfer of risk

(1) Unless stated otherwise in the order confirmation, deliveries are made FCA (pursuant to Incoterms 2010 or in their respective version valid in time) ex our works in Porta Westfalica. This also applies if we have exceptionally assumed the transport costs or paid them in advance on behalf of the Purchaser.

(2) In case shipment has been agreed, the risk of incidental loss or incidental deterioration of the goods passes to the Purchaser at the time the goods have been handed over to the carrier, freight forwarder or any other third party entrusted with the execution of shipment. This also applies if shipment is performed by our own vehicles, if we have assumed the transport costs or if we have advanced the costs on behalf of the Purchaser. If delivery is delayed for reasons attributable to the Purchaser, the risk will pass to the Purchaser at the time the goods are ready for dispatch and we have notified the Purchaser thereof.

(3) Unless provided otherwise, the type of packaging will be left to our reasonable discretion. Packaging costs shall be borne by the Purchaser. The transport boxes we use as standard packaging are not designed to be stacked. Special packaging (for instance with strengthened supports to allow the transport boxes to be stacked, but no more than two high) is subject to special agreement and/or the Purchaser's request (with the submission of the order, at the latest).

(4) Provided that the Purchaser does not announce in due time how the goods shall be delivered, we will conclude a transport contract with a carrier at the Purchaser's expense. In this case the choice of the transportation route and the shipping method is at our discretion, unless provided otherwise. The Purchaser shall point out to us if transport insurance is desired; if so, transport insurance will be concluded at our reasonable discretion in favour of the Purchaser. Any costs incurred in this respect shall be borne by the Purchaser, even if we have exceptionally assumed the remaining transport costs.

(5) Transport packaging is taken back at our place of business during regular business hours.

7. Retention of Title

(1) We reserve title to the goods delivered until receipt of all payments deriving from the business relation with the Purchaser.

(2) Prior to complete payment of the secured claims, goods subject to reservation of title must neither be pledged to third parties nor assigned by way of security by the Purchaser without our explicit written consent. In the case of pledges or other third party intervention, the Purchaser must notify us immediately in writing. If we bring an action against the third party and to the extent that the action was successful and the third party is unable to reimburse us for the judicial and extra-judicial costs incurred by us, the Purchaser will be liable for such costs.

(3) If the Purchaser acts contrary to the contract – in particular delayed payment – we are entitled to rescind the contract in accordance with the statutory regulation and to reclaim the reserved goods.

(4) The Purchaser is obliged to notify us at all times of the location of the goods subject to retention of title until the reserved goods have been paid for in full.

(5) The Purchaser is entitled to resell the goods delivered within the ordinary course of business. He herewith assigns to us, however, all claims amounting to the final invoice amount (including value-added tax) of our claims which accrue from the resale vis-à-vis its customers or third parties, irrespective of whether the goods purchased have been sold again with or without further processing. After such assignment the Purchaser also remains entitled to collect this claim. Our right to collect this claim ourselves remains unaffected thereby. However, we undertake not to collect the claim provided that no bill or cheque protests are raised, the Purchaser fulfils his payment obligations out of the proceeds received, the Purchaser is not in default of payment and, in particular, no application to initiate insolvency proceedings with regard to the Purchaser's assets has been filed. If this is the case, however, we may demand that the Purchaser notifies us of the claims assigned and their debtors, provides all details necessary for their collection, delivers the relevant documents and informs the debtors (third parties) of said assignment.

(6) The processing or conversion by the Purchaser of the goods supplied subject to reservation of title is always deemed to be performed for us and on our behalf. If the goods supplied subject to reservation of title are processed with other items/materials not belonging to us, we acquire co-ownership of the new article in a ratio of the value of the goods subject to reservation of title to the other processed items/materials at the time of processing. In all other respects, the provisions





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applicable to the goods supplied subject to reservation of title also apply mutatis mutandis to the articles resulting from such processing.

(7) If the goods supplied subject to reservation of title are mixed or joined inseparably with other items/materials not belonging to us in such a way that they become major components of a uniform article, we acquire co-ownership of the new article in a ratio of the value of the goods subject to reservation of title to the other mixed or joined items/materials at the time of the joining or mixing. If the goods and other items/materials are joined or mixed in such a way that the Purchaser's article is to be regarded as the main item, it is already agreed here and now that the Purchaser transfers pro-rata co-ownership to us. The Purchaser will keep the jointly held property thus produced in safe custody for us. Furthermore, the same will apply to the article resulting from such joining or mixing as to the goods supplied subject to reservation of title.

(8) The Purchaser is obliged to treat the goods subject to reservation of title carefully. He is obliged to adequately insure such at his own expense, in particular against fire, water damage and theft at replacement value. The Purchaser is obliged to perform any necessary service and inspection work in good time and at its own expense.

(9) In the event of loss or damage to the goods subject to reservation of title, the Purchaser hereby assigns to us any claims to insurance payments existing in this connection in the amount of the final invoice (including value-added tax) of our claims with respect to the object of delivery by way of additional security in advance.

(10) In case of deliveries abroad, if certain measures and/or declarations by either party are necessary to ensure the effectiveness of the above mentioned reservation of title and/or certain other rights referred to in the paragraphs above, the Purchaser is obliged to inform us accordingly in writing or in text form and to take all necessary measures and/or make all necessary declarations without undue delay at its own expense. If the law of the country of import does not permit reservation of title to the delivered goods, the Purchaser is obliged to provide without undue delay ("unverzüglich") another appropriate security interest in the goods delivered or any other equivalent collateral based on equitable discretion (Section 315 German Civil Code (BGB) at its own expense.

(11) We undertake to release, at Purchaser's request, the securities due to us if the realizable value of our securities exceeds the claims to be secured by more than 10%; we reserve the right to select of the securities to be released.

8. Acquisition of Ownership through Machining, Processing or Repair of Items Provided to us

(1) If the Purchaser delivers to us an item for machining or processing or repair and if the Purchaser remains sole owner of the machined, processed or repaired item also after machining, processing or repair, it is already agreed here and now that the Purchaser assigns to us pro-rata co-ownership in a ratio of the value of our machining, processing or repair work (final invoice amount including value-added tax) to the value of the item made available at the time of processing.

(2) If the item is mixed or joined during machining, processing or repair with items/materials belonging to us in such a way that they become essential components of a uniform article, we will acquire co-ownership of the new article in a ratio of the value of our items/materials to the value of the Purchaser's item made available at the time of joining or mixing.

(3) If joining or mixing takes place in such a way that the Purchaser's article is to be regarded as the main item, it is already agreed here and now that the Purchaser transfers pro-rata co-ownership to us in a ratio of the value of our machining, processing or repair work (final invoice amount including value-added tax) to the value of the item made available at the time of joining or mixing.

(4) The provisions of Article 7 of these T&C apply mutatis mutandis to items of the Purchaser in which we have acquired co-ownership in accordance with the above provisions. For clarification: we will transfer the co-ownership we have acquired pursuant to the above terms and conditions to the Purchaser on delivery of the item in accordance with the provisions set forth in Article 7 of these T&C.

9. Warranty - Liability for Infringement of Obligations

(1) The statutory provisions apply to the rights of the Purchaser with respect to defects in quality or title (including incorrect delivery and short delivery) unless nothing to the contrary is determined in the following.

(2) If the goods are ultimately delivered to a consumer (sale of consumer goods according to § 474 BGB (German Civil Code)), the special statutory provisions in §§ 445a, 445b, 478 subs. 1 BGB (German Civil Code) remain unaffected in all cases. In all other cases, the special provisions governing recourse to the supplier do not apply.

(3) In case we have to perform a contract in accordance with drawings, specifications, specimens, figures and/or other documents supplied by the Purchaser, the latter has to bear the risk of the suitability for the intended use.

(4) If parts of the Purchaser are processed on behalf of the Purchaser, the Purchaser is obliged to examine whether the parts are suitable for the requested processing. If processing of parts sent by the Purchaser is not successful due to reasons beyond





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our control and responsibility, we will accept no responsibility for any damages caused. The Purchaser will still be required to pay for the costs already incurred for the processing. We will invoice the Purchaser for any necessary reworking costs.

(5) The Purchaser's right to warranty claims under this contract requires the Purchaser to duly discharge his obligations of inspection and notification of defects in accordance with Section 377 of the German Commercial Code (HGB). If the contractual relationship between us and the Purchaser constitutes a contract for work and services ("Werkvertrag"), Section 377 of the German Commercial Code (HGB) shall apply mutatis mutandis. Notices of defects have to be addressed to our Customer Service Department in writing.

(6) If an acceptance inspection or an initial specimen inspection has been agreed with the Purchaser, a complaint about defects which the Purchaser could have detected during a careful acceptance or initial specimen inspection is excluded.

(7) We must be given the opportunity to examine on site any defect complained about.

(8) If our operating and maintenance instructions are not followed, unauthorised modifications are carried out in the products and/or parts are exchanged, warranty claims for the consequences so caused are excluded. The foregoing applies also to incorrect installation or removal, poor maintenance, incorrect handling or storage, improper repairs not carried out by us, alterations as well as chemical, electrochemical or electrical influences for which we are not responsible as well as weather-induced or other natural causes.

(9) If the delivered goods or the work created is defective, the Purchaser is entitled to the statutory rights as follows:

a) We are first entitled to either remedy the defect or to supply the Purchaser with goods free of defect as we so choose or, in case a contract for work and services has been agreed upon, to produce a new work (subsequent performance ("Nacherfüllung")). The Purchaser must allow the time necessary for and give the opportunity to subsequent performance. Our right to refuse to provide subsequent performance on the conditions provided for by law remains unaffected.

b) We will bear the expenses necessary for subsequent performance, including but not limited to the cost of transport, labour, material and tolls, provided that the goods actually prove to be defective. If the Purchaser's request for defect remedy proves to be unjustified, we are entitled to claim from the Purchaser compensation of the costs incurred by us as a result of the unjustified request. If the Purchaser was aware of the defect already upon installation/assembly or if the installation/assembly was not carried out in accordance with the designated and / or intended use of the goods, we will not bear the expenses for the de-installation/disassembly of the defective product nor the expenses for its reinstallation/reassembly as part of our obligation to provide subsequent performance. This also applies if the Purchaser, prior to the installation/assembly, failed to recognize the defect by gross negligence, unless we have fraudulently concealed the defect or given a special warranty ("Garantie").

c) In the event of replacement delivery or, in case a contract for works and services has been agreed upon, new production, the Purchaser must return the defective goods to us on request.

d) We are entitled to make the subsequent performance contingent on the Purchaser paying the price agreed for the goods delivered. The Purchaser is entitled, however, to withhold an appropriate part of the price.

e) If the subsequent performance fails, the Purchaser is entitled to withdraw from the contract or to request a reduction in the agreed purchase price as he so chooses. However, there is no right of withdrawal in case of minor defects.

f) Claims of the Purchaser for compensation of damages or replacement of expenses only apply in accordance with the provisions of Article 10 of these T&C.

(10) The limitation periods are governed by Article 11 of these T&C.

10. Exclusions and Limitations of Liability

(1) Subject to the provisions of Article 10 (2), we are only liable for damages – in the case of contractual, non-contractual or other claims for damages, irrespective of the legal reason, in particular due to defects, default and impossibility, culpa in contrahendo and tort – in case of wilful intent and/or gross negligence, including wilful intent and/or gross negligence on the part of our representatives or vicarious agents. In addition, we are also liable in case of mild negligence, including mild negligence of our representatives and vicarious agents, for damages arising from the infringement of an essential contractual duty, i.e. a duty, the satisfaction of which makes the due implementation of the contract possible in the first place and which the Purchaser can therefore usually expect to be satisfied by us (cardinal duty). If and to the extent that we are not liable for wilfully infringing a duty, the liability for damages will, however, be restricted to the foreseeable, typical damage.

(2) Claims for damages arising from an injury of life or limb or health as well as claims of the Purchaser pursuant to the German Product Liability Act and the special statutory provisions governing ultimate delivery of the goods to a consumer as well as other mandatory statutory liability regulations remain unaffected by the exclusions and limitations of liability set out





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in Article 10 (1). The above exclusions and limitations do neither apply insofar as we have fraudulently concealed a defect or insofar as we are liable because of the assumption of a guarantee or of the risk of procurement (“Beschaffungsrisiko”).

(3) Articles 10 (1) and 10 (2) also apply if the Purchaser demands replacement of useless applications instead of a claim to compensation of damages.

(4) Insofar as our liability of damages is excluded or limited, this also applies with regard to personal liability for damages of our employees, representatives and vicarious agents which is based on the same legal reason.

11. Statute of Limitations

(1) Claims of the Purchaser arising from defects in quality and title become time-barred after expiry of 12 months from delivery (hand-over) of the goods.

(2) Mandatory provisions on the statute of limitations remain unaffected. Therefore, Article 11 (1) shall not apply to claims for injury of life, limb or health, to claims based on wilful intent and gross negligence and to claims based on the assumption of a warranty or the risk of procurement (“Beschaffungsrisiko”). The longer limitation periods pursuant to Section 438 (1) No. 1 of the German Civil Code (BGB) – third party rights in rem; Sections 438 (1) Nr. 2, 634a (1) No. 2 of the German Civil Code (BGB) – constructions (Bauwerke), construction materials and construction components as well as planning services for a construction and Sections 438 (3), 634a (3) of the German Civil Code (BGB) – fraudulent concealment remain unaffected. If the ultimate contract in the supply chain pertains to a sale of consumer goods according to § 474 of the German Civil Code (BGB) (i.e. if the goods are ultimately delivered to a consumer), the limitation periods stipulated in § 445b of the German Civil Code (BGB) remain unaffected, too.

(3) The limitation periods resulting from Articles 11 (1) and 11 (2) for claims due to defects in quality and title apply mutatis mutandis to competing contractual or non-contractual claims for damages of the Purchaser which are based on a defect to the contractual goods. If, however, in an individual case the application of the statutory limitation rules lead to an earlier statutory limitation of the competing claims, the statutory period of limitation applies to the competing claims. In any case, the statutory periods of limitation pursuant to the German Product Liability Act remain unaffected.

(4) Insofar as the limitation period for claims against us is shortened pursuant to Articles 11 (1) to 11 (3), this applies mutatis mutandis to any claims of the Purchaser against our statutory representatives, employees, authorised representatives and vicarious agents which are based on the same legal reason.

12. Right of Withdrawal - Right of Termination

(1) The Purchaser is only entitled to withdraw from the contract for a breach of duty on our part other than a defect if we can be made responsible for such breach of duty.

(2) In case a contract for works and services under which we are obliged to bring about a particular result (“Werkvertrag”) or a contract for work and services under which we are obliged to supply the Purchaser with movable things to be produced or manufactured (“Werklieferungsvertrag”) has been agreed upon, the Purchaser’s right to freely terminate the contract according to Sections 651, 649 of the German Civil Code (BGB) is excluded.

13. Industrial property rights and Copyrights

(1) Unless provided otherwise, we are required to perform delivery free of third party industrial property rights and/or copyrights (hereinafter referred to as industrial property rights) only in the country in which the place of original delivery is located.

(2) If a third party raises legitimate claims against the Purchaser for breach of industrial property rights by goods delivered by us and used in accordance with the contract, we are liable vis-à-vis the Purchaser as follows:

We will, at our option and cost, either secure a right of use of the deliveries concerned, or modify them so as to ensure that they will not infringe upon such property rights or exchange such deliveries. In case neither option can be reasonably demanded from us, the Purchaser may cancel the contract or reduce the remuneration pursuant to the statutory provisions and Article 8 of these T&C. Our obligation to pay damages is determined by Article 10 of these T&C, the statute of limitations by Article 11 of these T&C. The above obligations apply to us only provided that the Purchaser has notified us of the claims asserted by third parties immediately in writing.

(3) Claims by the Purchaser are excluded to the extent he himself is responsible for the infringement of the industrial property right. Claims by the Purchaser are excluded in particular if the infringement of the industrial property right is caused by the Purchaser’s special requirements or is caused by a use which we could not foresee or because the delivery is changed by the Purchaser or is used together with products that we did not deliver and if we are not responsible for the infringement.





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14. Non-Disclosure

We reserve property rights and copyrights in figures, drawings, calculations and other documents. This also applies to written documents which are marked as "confidential". The Purchaser requires our explicit written consent before passing on such to third parties. Upon request, the Purchaser has to return these documents to us completely, including any copies which may have been made, if they are no longer needed during the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

15. Communication with the Purchaser

(1) We process personal data, which we collect within the scope of deliveries, services and offers, exclusively in compliance with the applicable data protection law regulations. Information pursuant to Articles 13, 14 of the EU General Data Protection Regulation No. 2016/679 on this processing of personal data can be found at <https://www.jacob-rohre.de/datenschutzhinweis/>.

(2) In the event that personal data is transmitted to us, the Purchaser is obliged to inform the persons concerned in good time about the data processing by us in accordance with Article 14 of the EU General Data Protection Regulation No. 2016/679. We refrain from providing information to the person concerned.

16. Final Provisions

(1) A transfer of the contractual rights and obligations to third parties by the Purchaser is only admissible with our written approval. This does not apply if the contractual rights and obligations are transferred to an affiliated company within the meaning of Section 15 German Stock Corporation Act (AktG).

(2) Unless otherwise stated in the order confirmation, place of performance for payments and delivery is Porta Westfalica.

(3) The law of the Federal Republic of Germany shall apply to the contractual relationship. The application of the UN sales law (CISG - United Nations Convention on Contracts for the International Sale of Goods) is excluded.

(4) If the Purchaser is a merchant, legal entity under public law or a special fund under public law ("öffentlich-rechtliches Sondervermögen") as defined by German law, the place of jurisdiction for all disputes arising out of the contractual relationship including legal proceedings relating to cheques, bills of exchange and deeds shall be the venue competent at our registered office, Porta Westfalica. We are, however, also entitled to bring legal action against the Purchaser before the court having jurisdiction at its place of residence.

(5) In case of discrepancies between the German and a translated version of these T&C, the German version always prevails.

(6) Should any individual provision of these T&C or any individual provision of any other agreement be or become void or illegal, the validity of the remaining provisions or agreements is in no way affected.

Wir liefern unter Geltung unserer „Allgemeinen Lieferungs- und Zahlungsbedingungen“.

(Siehe auch unter www.jacob-rohre.de oder auch auf Anforderung.)

We deliver in accordance with our 'General Terms and Conditions of Delivery and Payment'.

(Please visit also www.jacob-uk.com or also request a copy from us.)

Nous effectuons nos livraisons en tenant compte de « nos conditions générales de vente et de paiement ». (Voir aussi sur le site www.jacob-dosatec.fr ou aussi sur demande.)

