



General Terms of Selling and Delivery

Weise Water Systems GmbH

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I. Introduction

Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms of Selling and Delivery shall apply for all offers, deliveries and performances of Weise Water Systems GmbH.

1. Possible regulations of the Buyer, which differ from the terms of Weise Water Systems GmbH and also from the legal regulations, are not accepted by Weise Water Systems GmbH. They will even not be acknowledged, if due to the differences no further objection is made by Weise Water Systems GmbH.
2. Oral agreements are valid only if confirmed in writing by Weise Water Systems GmbH.
3. Should one or more determinations of this contract be or become ineffective or turn out to be impracticable, the validity of the contract is not affected.
4. At the latest by acceptance of the goods the Buyer agrees to the General Terms of Selling and Delivery.

II. Offer/Order confirmation

1. Offers are subject to confirmation, if not expressly mentioned otherwise.
2. Offers become valid, if Weise Water Systems GmbH has sent a written order confirmation upon receipt of an order.
3. In case of immediate delivery the invoice replaces the order confirmation.
4. Documents, which belong to the offers, as drawings, figures, data on weights, dimensions, performances or alike have only informative character/purposes and shall only be definitive if expressly agreed.
5. Drawings, cost estimates and other documents remain the intellectual property of Weise Water Systems GmbH. They may not be transferred to third parties.

III. Prices and Terms of payment

1. The listed prices are valid ex works, without packaging. The goods are packaged at Buyer's expense (cost price) and the packaging material will not be taken back.
2. Unless otherwise decided by the Buyer, Weise Water Systems GmbH insures the ordered goods against the usual transport risks. The Buyer shall bear the costs for this transport insurance.
3. If not otherwise agreed and expressly written in the order confirmation, the payments shall be made without any deduction on the account of Weise Water Systems GmbH,
50 % by ordering
50 % after delivery
All payments are due within 30 days after the date of invoice.
4. The Buyer shall not have the right to withhold payments or to balance them with any other counter-claims.

IV. Period of Delivery

1. The period of delivery shall begin at the latest of the following dates. Date of the order confirmation, respectively at the date on which Buyer has complied with all technical and commercial preconditions for which Buyer is responsible under the contract, the date on which Buyer has delivered all necessary documents to Weise Water Systems GmbH and the date on which Weise Water Systems GmbH has received the agreed payments on account.
2. Weise Water Systems GmbH has caused no delay, if the goods have been delivered to the first carrier or if Weise Water Systems GmbH has given dispatch notice. Weise Water Systems GmbH shall have the right to make partial deliveries.
3. Period of delivery shall be extended if affected by an event that Weise Water Systems GmbH is unable to foresee and avoid, e.g. force majeure, strike and lock out, industrial dispute, breakdown and similar. In important cases Weise Water Systems GmbH shall inform Buyer about the onset and anticipated end of such an obstruction.
4. If a delivery is delayed on request of the Buyer, beginning 1 month after dispatch advice, storing costs of 0.5% of the total amount according to the invoice will be charged for each month.

V. Passage of Risk

At the latest the risk passes over to the Buyer at the moment of dispatching the goods to the first carrier. With dispatching the risk passes to the Buyer, no matter if a partial delivery is made or further deliveries of Weise Water Systems GmbH follow.



VI. Reservation of Ownership

1. Weise Water Systems GmbH reserves the ownership in the objects sold, until Buyer has met all financial obligations. If Buyer's behavior is contrary to the contract, especially at payment in arrears, Weise Water Systems GmbH, after demand for payment, may demand back the delivered goods and Buyer is obliged to return the delivered goods. In the event of distraint or taking back the delivered goods by Weise Water Systems GmbH the contract is not automatically dissolved, unless Weise Water Systems GmbH confirms the dissolution of the contract in writing. In case of distraint or other interventions by third parties the Buyer shall inform Weise Water Systems GmbH in writing immediately.
2. In the case of further sales of delivered goods of Weise Water Systems GmbH, the Buyer transfers now his claims against his clients to Weise Water Systems GmbH, up to the amount of the sum according to the invoice for the delivered goods of Weise Water Systems GmbH. As long as Buyer fulfills his duties to Weise Water Systems GmbH, Buyer may collect the claims himself.

VII. Guarantee

Seller's guarantee obligations are regulated as follows:

1. The guarantee obligations shall only apply if the Buyer meets his duties of examination and reproof of the delivered goods according to §§ 377 HGB (code of commercial law).
2. As far as defects are concerned that are caused by the manufacturer, he is obliged and entitled to repair or replacement free of charge. In the case of repair he is obliged to care for all costs, especially transport, labor and material, as far as these costs do not rise because the delivered goods have been transported to a place different from the original place of delivery. If the replacement or repair fails, the Buyer is entitled to withdrawal or reduction. Replaced parts become property of Weise Water Systems GmbH.
3. It is expressly agreed that Weise Water Systems GmbH shall not be liable to Buyer for any other damages, especially for loss of profit, loss of wealth caused by contractual penalty, breakdowns, standstill in production, or any other economic or consequential damages.
4. Preceding exclusion from liability does not apply to violation of main contractual duties and claims out of the product-liability-law or in cases of intent or gross negligence. The exclusion from liability is also not valid, if there is damage to the Buyer as a result of the lack of a guaranteed attribute or fraudulent concealment of a mistake. In respect to this, the liability of the manufacturer is limited to the typical, foreseeable damage.
5. Arbitrary repairs or inappropriate treatment of the objects of contract lead to loss of guarantee, as well as not obeying the directions for installation, operation and maintenance. The transmembrane pressure and the flow through the filters have to be recorded completely. Only to prevent disproportionate damages, the dealer is entitled to own repairs and to demand suitable compensation of costs.
6. In cases of transport-damages, the spaces of time of the transportation insurance companies have to be obeyed, since otherwise no claims can be made. In cases of damages, the dealer may not give a simple receipt of delivery, but must care for an immediate registration of the facts of the case. Registered transport damages have to be submitted to the manufacturer and to the carrier immediately and in writing.
7. The guarantee period is according to legal German regulations.

VIII. Termination of Contract

1. The buyer shall have the right to terminate the contract, if Weise Water Systems GmbH is guilty of letting expired an appropriate extension to touch up or to rework a defect for which it is responsible in the sense of the present General Terms of Selling and Delivery.
2. In the event of force majeure, according to section IV of the present General Terms of Selling and Delivery, Weise Water Systems GmbH is entitled to terminate in part or in the contract, if the event of force majeure changes considerably the economic importance or the content of the contract or influence considerably the operation of Weise Water Systems GmbH and in case that the execution of the contract has turned out to be impossible.

IX. Place of Jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the relevant German court responsible for Weise Water Systems GmbH's place of business. Weise Water Systems GmbH is also entitled to sue at the Buyer's principal place of business. Place of execution is Langgöns-Oberkleen.