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# CONDITIONS OF SALE GES.M.B.H.

## **I. General**

Our deliveries, services and quotations shall be carried out expressly on the basis of the following conditions. These shall also apply to all future business relations even if agreement to such is not expressly repeated. These conditions shall be deemed to have been accepted at the latest upon taking delivery of the goods or services. Counter-confirmations on the part of the Buyer referring to his terms of business is hereby contradicted. Any deviation from these conditions shall only be effective if such are confirmed by us in writing. The Buyer expressly agrees to data resulting from the business relationship being stored and passed on to third parties by us.

## **II. Quotations and conclusion of contract**

Unless otherwise expressly stated, our quotations shall be without obligation. Samples and specimens shall be for guidance only and be without any commitment. Sales contracts and agreements shall only become binding on the basis of our written order confirmation or through our delivery, with our invoice in the latter case substituting the order confirmation.

In placing orders the often used expression "as previously supplied" shall in all cases refer to design only and not to price. The only acceptable product description shall be the REHAU article name. Additional references to customer article names shall not be binding. Any technical advice, verbal or written, provided by us in respect of application shall not be binding - also in relation to any property rights of third parties - and shall not release the Buyer from examining our products with regard to their suitability for the processes and purposes for which he intends to use them.

## **III. Prices**

Unless otherwise agreed, our prices shall be understood to mean ex works or warehouse and shall not include packaging, carriage or turnover tax at the rate applicable on the day of delivery. Unless otherwise expressly stated, the prices shall be given without obligation and based on current cost factors. Should there be any changes in these cost factors before the date of delivery, e.g. due to price increases for raw materials or wage increases, we shall reserve the right to adjust our prices accordingly.

Orders for which no prices have been agreed shall be invoiced at the prices that are valid on the day of delivery. Unless otherwise expressly agreed, the selling prices as well as all quotations and calculations shall be in EUR.

## **IV. Terms of payment**

If payment terms are not otherwise set out in individual agreements, the following applies: payment within 30 days of date of invoice, net cash, if no other program-related payment terms are set out in pricelists.

Payment is to be made irrespective of whether the goods arrive and irrespective of any complaint procedures.

The place of fulfillment for payments is Vienna. Our sales representatives are not authorized to make cash collections. It shall be admissible to retain or set off payments only if the buyer's counter claim is undisputed or found to be legally valid. Default shall occur without prior request for payment if the period allowed for payment is exceeded.

Bills and cheques will only be accepted for collection with a view to payment, whereby we shall not be liable for due presentation and protest. In cases where bills are accepted, discount and any charges incurred shall be invoiced; acceptance shall be subject to the right at any time to demand cash payment against return of the documents. If payment is made by cheque, it shall only be possible to deduct cash discount if the cheque reaches us within the specified time. In the event of bills being accepted no cash discount will be granted.

If due payment dates are exceeded then we are entitled to charge interest at a rate of 6% per year. In event of default we are entitled to charge interest on arrears at standard bank rates, but at a minimum of 3% per year more than the discount rate of the Austrian National Bank.

In the event of default of payment, all current accounts and the sums of all bills shall become due immediately and enforceable. If the terms of payment are not observed or in the event of circumstances occurring that are capable of impairing the credit worthiness of the Buyer, we shall be entitled to render immediately payable our entire receivables, regardless of the term of any bill discounted and not yet payable. Furthermore, we shall be entitled to effect any outstanding shipments only against advance payment or the provision of security. If advance payments are not made or security not provided after setting an appropriate period, we shall be entitled to withdraw from the contract in respect of any services or deliveries still outstanding, with the result that all claims shall expire on the part of Buyer in relation to those shipments not yet effected.

We shall be entitled to set off all receivables that are due to us from the Buyer against all receivables demanded from us by the Buyer on the grounds delivery or other causes in law.

## **V. Retention of title and other securities**

We shall retain the right of title to any goods until such time as full payment is received for all accounts receivable from the Buyer, including any receivables that may arise in future from the business relationship.

Retention of title also covers – where necessary relating to a co-ownership share – products that result from the processes of having been fabricated, mixed or combined with products to which we retain the right of title.

If goods to which we retain the right of title (joint ownership) should be sold by the buyer, then the assignment to us of the Buyer's claims against his buyer, plus any subsidiary rights, shall be forthwith deemed agreed, and to the total level of all claims including additional claims. If the third party should attempt to obtain, justify or claim rights to items to which we retain right of title (joint ownership), particularly by means of enforcements, then the Buyer shall immediately inform us of such, providing all the details, by registered letter.

All costs and fees accruing to us from measures aimed at defending our rights, including out-of-court measures, shall be reimbursed by the Buyer without delay.

The Buyer shall adequately insure all goods under retention of title against fire and theft. Any claims for damages against the insurers shall hereby be assigned to us in the amount of the value of goods under retention of title.

## **VI. Periods of delivery and performance**

The place of performance in respect of deliveries shall be Vienna or the registered office of the plant or warehouse instructed to make the delivery. The periods of delivery and performance shall be met if, until such time as they expire, the item of delivery has left the plant or notice has been given that it is ready for dispatch or the service has been performed.

The period of delivery and performance shall be extended by a reasonable amount of time in the event of measures being taken as the result of Industrial action, in particular strikes and lock-outs, as well as the occurrence of unforeseen obstacles beyond our control insofar as such obstacles verifiably yield a significant influence on the production or delivery of the item of sale or on the performance of the service

requested. This shall also apply if such circumstances occur at our supplier or if we ourselves are inadequately supplied with primary material through no fault of our own or if such circumstances arise while we are in default.

In the event of the time limit being exceeded for a prolonged period, we and - after first granting a period of grace - the Buyer shall be entitled to withdraw from the contract. In important cases, we shall notify the Buyer at the earliest possible moment of the time at which such obstacles commence and terminate.

If the periods of delivery and performance are exceeded then the Buyer is entitled to set an appropriate deadline for delivery/performance with a warning of refusal and is entitled to withdraw from the contract if the deadline is not met. Section VIII, 2, applies to compensation claims relating to failure to comply with periods of delivery and performance.

Goods notified as being ready for shipment shall be called off by the Buyer immediately after expiry of delivery time; otherwise we shall have the right to forward the goods at our option or to store the goods at our discretion on the Buyer's account and the Buyer's risk. The same shall apply if dispatch cannot be effected by us for reasons beyond our control. Upon notification that goods are ready for shipment, the goods shall be deemed to have been supplied and can be invoiced.

The mode of forwarding, means of shipment, transport route as well as the nature and scope of necessary protective media, the choice of forwarder or carrier as well as packaging shall be left to our preference. This will be done at our discretion and with due care and attention to the exclusion of any liability whatsoever. The goods shall only be insured at the express request of the Buyer and at his expense.

Partial deliveries are permitted. We are entitled to make excess or short deliveries of up to 10% of the quantity ordered and up to 20% in the case of special designs. The quantity delivered is charged.

## **VII. Passing of risk**

Unless nothing to the contrary is agreed, risk shall at all events pass to the Buyer when the goods are transferred to the forwarder or carrier, however at the latest when they leave the plant or warehouse. All complaints in respect of incomplete delivery, defective or incorrect goods must be reported to the Seller in writing without delay and at the latest within 10 days of receiving the goods. Deliveries shall otherwise be deemed as having been approved.

## **VIII. Liability for defects and other liability**

If defective goods are delivered, our liability is restricted to replacing them or reworking them, whichever we see fit. Other claims on the part of the Buyer, irrespective of their legal basis, such as compensation claims on grounds of defective or late delivery, claims concerning breach of subcontractual obligations, consultancy or clarification obligations in particular, are excluded. Asserting claims for lost profits or indirect loss/damage or consequential loss due to defects is absolutely ruled out. Exclusion of liability or limitation of liability do not apply except for cases of intention or gross negligence on our part. No guarantee can be given as regards the colorfastness of articles made of polymers, if not otherwise expressly agreed.

If REHAU should be subject to a duty to provide information in line with the provisions of the REACH Regulation (EC No. 1907/2006 that deals with the registration, evaluation, authorization and restriction of chemical substances), REHAU is not responsible for the accuracy or completeness of information received from its suppliers. Warranty claims and/or claims for compensation are to be asserted in court within one year unless otherwise precluded or barred.

## **IX. Tolerances**

Unless otherwise stated in agreed Austrian standards, DIN standards, product specifications or other standards (e.g. in Technical Delivery Specifications), tubing and profiles shall, with the exception of products made from foamed materials, be subject to the following tolerances:

- for profiles if measurable:

width, height and diameter, DIN 16941-3A, very rough;

- for insulating tubing/special dimensions:

special dimensions: in accordance with DIN 40621 „Insulating sleeving B (without textile insert)“;

internal diameter:  $\pm 5\%$

wall thickness:  $\pm 10\%$ ;

- for other tubing:

internal diameter: up to 5mm: +0.1/-0.2 mm

above 5 to 8 mm: +0.2/-0.3 mm

above 8 mm: +2.5%/-3%

wall thickness: up to 0.7 mm: +0.1/-0.1 mm

above 0.7 to 1.5 mm: +0.15/-0.15 mm

above 1.5 mm:  $\pm 10\%$

- Production lengths are subject to linear tolerances, measured at room temperature immediately after production; profiles and tubing: in accordance with DIN 16941-3A, coils and rolls:  $\pm 2\%$
- for tubing and profiles made from silicone, DIN 7715 E3 shall apply.

Shore A hardness data shall be subject to a tolerance range of  $\pm 3$  for thermoplastics and  $\pm 5$  for elastomers. Normal commercial variations in quality, weight and colour shall in no way whatsoever constitute a reason to reject delivery. Illustrations, dimensions and weights indicated in our lists, Technical Delivery Specifications, production specifications, quotations and order confirmations shall be approximate data only. Variations in dimensions, weight, number of units and quality shall be permissible within the scope of normal commercial tolerances or in accordance with relevant standards. No guarantee shall be assumed for compliance.

## **XII. Moulds and tools**

We shall, under all circumstances, claim the exclusive right of manufacture for those articles relating to designs, drawings and tools produced by us. Unless expressly permitted, it shall neither be possible to pass on or duplicate these documents and tools nor shall it be permitted to utilize or disclose the contents of such documents. Contravention hereof shall give rise to a claim for damages. We reserve all rights in the event of a patent being granted and for registrations of design. The Buyer shall guarantee that the manufacture and supply of articles made to data provided by the Buyer do not violate the property rights of any third party. Moulds, templates and other devices shall remain our sole property, also in cases where the Buyer is invoiced with costs or expenses in respect thereof.

Insofar as we manufacture or procure any models, moulds, forms, tooling or any forming devices on behalf of the Buyer, we shall separately invoice part of the expense involved. As these partial costs do not cover the expenses accruing to us from design, construction, running-in, know-how and maintenance work, such moulds, forms as well as tooling and other auxiliary devices shall remain our sole property. The same shall apply to modifications or replacement models and tooling as also to subsequent moulds. The costs of tooling, moulds etc. shall be payable, plus statutory value added tax, upon receipt of invoice. We shall only be obliged to retain such articles for a period of 3 years following the date of the last shipment.

## **XIII. Jurisdiction and other matters**

The court at Vienna competent for making judgments in commercial matters is agreed as the place of jurisdiction in respect of all disputes between the Buyer and ourselves.

The provisions of these conditions of sale apply to a business partner who buys goods or services from us within the meaning of consumer protection law only to the extent that they do not contradict mandatory provisions of such consumer protection law. Austrian law applies. The United Nations Convention of 11.4.1980 concerning contracts for the international sale of goods shall not apply.