

**General terms and conditions of purchase
of AQUARENA GmbH, Am Mühlweg 8, 71131 Jettingen**

1. Scope of warranty

The general terms and conditions of purchase apply to goods and services rendered to us, in so far as no other agreements have been made. Supplier's general terms and conditions that contradict our conditions only apply if we have given our written consent. Deviations or conflicting conditions in the contract confirmation apply only if they are expressly indicated by us in writing.

2. Orders

- All our orders must be in writing or text form and include any amendments made to orders. Until we receive a written confirmation from you we are permitted to cancel our orders at any time free of charge,

3. Prices

Prices are fixed They include all expenditures pertaining to your goods and services. The agreed price applies in so far as another has not been expressly made, free receiving plant, free receiving stations for shipments. Packaging will only be paid for if such a remuneration has been agreed upon. Reductions in prices incurred during delivery to us, granted to a third party, will also be awarded by us. Changes in prices due to subsequent cost increases are excluded in so far as no other agreement has been made.

The agreed payment period is 30 days after the receipt of goods and invoice. We pay within 14 days after the receipt of goods and invoice, we grant ourselves a 3% discount which we may subtract from the invoice amount. If the invoice is received later than the goods, the calculation of the discount period of the delivery date is binding. Payments do not constitute acceptance of the goods or services as contracted. In case of incorrect or incomplete a goods or services we are, without affecting to our other rights, entitled to withhold payments on claims from the To assign your claims against us to third parties is forbidden.

We are entitled to offset counterclaims once the receivables are facing to be offset. Hourly and daily wage labour may only be carried out based on a written agreement including details of the work, the wages, the non-wage labour costs and all other surcharges. The agreed wage rates and surcharges which apply to the contractor's workforce are applicable. Shifts on sundays, bank holidays, rest day shifts, and extra shifts which we have not specifically requested will be paid according to the same company surcharge as for normal work days. The wages of supervisors and preparatory work will only be specifically remunerated when we expressly requested their provision. If no written agreement has been made, we are entitled to fix the wage dates, non-wage labour costs and surcharges or to refuse the payment.

Evidence of the hours worked is to be recorded on timesheets. These must be presented to us on the following day, a copy will be kept by us. The work will be exclusively compensated based on the recognised certificates which are to be paid with the invoice.

4. Deadlines and consequences of failing to meet a deadline

Agreed deadline for goods and services are binding. If delays are expected or happen you must inform us in writing immediately. If the agreed deadlines are not kept to in part or in full, the following conditions apply, without request for payment or setting a final deadline. We charge a penalty claim of 0.1%, a maximum of 5% of the value of total order for

each calendar day of delay. These demands do not apply when there is unconditional acceptance of a delayed service. We reserve the right to make further damages caused by delay applicable. In addition we can demand fulfillment or compensation, or withdraw from the contract. Any further statutory claims to which we are entitled shall remain unaffected thereby. Premature delivery requires our consent of the purchaser and shall not affect the payment date.

5. Scope of service

The order form which became the basis for the contract is essential. You have to protect our interests during the execution of the work. You may only allocate subcontracts with our consent, so far as it is not solely for the supply of standard parts. Delivery schedules are binding as to the nature and quantity of the goods ordered and the delivery time. Partial deliveries require our consent. Each delivery is accompanied by a delivery note stating our order number and the name of the content type and quantity. We may request changes or additions that arise due to change in the planning or execution of the system; for long-term delivery and execution this applies to technological improvements or operational knowledge.

In such cases the same conditions and the same price foundation for the original order apply. If changes or additions to the order lead to a price reduction they should be applied.

6. Amounts, weights

We reserve the right to allow additional deliveries and short deliveries. If we fall short of the binding weights, the invoice amount is reduced for this minus at the full average kilogram price. Surpluses will not be compensated. Your weights must be shown on the consignment note for rail shipments. In addition we are entitled to check weights on scales specified by us. The determined weights alone are representative.

7. Characteristics of the material and testing

All parts and materials for which there are DIN norms must conform to those DIN values. Deviations from the DIN norm require our written consent. Without prejudice to your existing warranty obligations we have the right to check the materials and the production in the workshops at any time using suitable methods, as well as to refuse the use of unsuitable materials, to object to improper objections being raised and to return faulty parts.

8. Safety and protection devices

The goods and services must in all parts, including the safety and protection devices, correspond to the terms correspond as stated by law and by the regulatory authorities, professional associations, trade associations and other bodies.

You are responsible for ensuring that patents and copyrights are not violated. You have to enable the use, including any repairs, alterations or additions to the goods supplied or the work produced and to release us from all third parties claims.

You will pay all damages incurred by us and our successors for infringement of a property right. If a third party is not in use you may take back the costs of the obtained compensation for your services or retract them, also we can claim compensation for the damage suffered.

9. Delivery

All deliveries are to be dispatched free of freight charges and additional costs. A freight charge is not made by us. We also pay fees for transportation and other insurance only if this is expressly accepted by us. Cash on delivery packages are not accepted. The transport risk shall always be borne by the supplier. If an inspection is conducted through us in our factory (or with the recipient), the risk will be transferred to us. All costs for acceptance tests shall be borne by the supplier. The shipment must be made in strict accordance with our respective shipping instructions. A delivery notice (twice) for every delivery must be sent to us on the dispatch date.

Our order numbers and other remarks should be specified in the delivery notice, freight bills, package labels and in the relevant order correspondence. We are not liable for your property including means of transport, which is lost or damaged or destroyed on our premises through no fault of ours. The same applies to the property of third parties, which is used to fulfill your contractual obligation. You agree to release us from any claims by third parties. All costs due to non-compliance with our shipping instructions shall be borne by the supplier

10. Inspection and complaints

An inspection for obvious defects will take place upon arrival. Hidden defects will be notified if they are discovered in the course of normal business operations. You waive an objection to delayed defects within fourteen days following the discovery of defects.

If we send you defective goods back, we are entitled to charge you back the invoice amount plus a handling fee of 5% of the price of the defective goods. We reserve the right of evidence of higher expenses without prior notice. Evidence of lower or no expenses shall be reserved to you.

11. Transfer of risk, loss, property rights

Regardless of the agreed price, the risk during delivery without installation or assembly upon receipt at the specified delivery address and delivery with installation or assembly at the time of acceptance lies with us. Implementation or use does not replace our declaration of acceptance. The supplied goods belong to us following payment. Any prolonged or extended retention of title is excluded.

12. Liability for defects

If the delivery item is defective are claims will be based on the statutory provisions, unless the general conditions of purchase state otherwise. We can carry out the repair ourselves or have a third party do it for us after informing the supplier if operational safety is endangered, or if there is an unusually large amount damages or to maintain our ability to deliver to our customers. The incurred costs are borne by the supplier. The supplier is responsible for all damages and expenses based on defects caused by us directly or indirectly.

The expenses for the customary scope of inspection of incoming goods must also be covered, provided that at least parts of the delivery were found to be defective. This also applies to partial or complete inspection of the shipment in the subsequent course of business by us or our customers. Insofar as the supplier serves the third party, he is liable as a vicarious agent. You will refund our customers and/or our expenses which are incurred beforehand or in connection with liability for defects to premature loss prevention, defence or reduction (eg callbacks).

You will reimburse us for the expenses that we are obligated by law to bear for our customers and are due to defects created during delivery. You provide a warranty for complete and proper execution of your obligations, in particular for appropriate and efficient design, flawless execution and operation - each according to the latest technology, so that you will be liable for any defects that occur within the statutory warranty period. In the case of subsequent fulfillment (§439 BGB), the limitation period is suspended respectively for the period of the complaint until the acceptance of the rectification measures.

The warranty period will start afresh for repair work and replacement parts after acceptance.

As agreed in the contract the following points apply:

- a) the agreed service level and agreed consumption figures
- b) proper and reliable work
- c) the use of the most appropriate material for all parts
- d) the quality of construction and state of the art design
- e) the observance of the safety instruction provided by the authorities and trade associations.

13. Liability for suppliers

You are responsible for subcontractors to the same extent as you are for your own services.

14. Limitation/Insurance protection

Unless the law states otherwise you are liable for defects that occur within 36 months of receipt of the supplier's delivery or acceptance. If the statutory provisions provide a longer limitation period, the statutory limitation rule applies. In the case of subsequent fulfillment, the period is extended by the same length of time in which the delivery item can not be used according to the contract. The same deadlines apply for subsequent fulfillments.

The limitation period for claims for defects occurs at earliest two months after the claims of the end users are met. This delay ends no later than 5 years after delivery to us. You agree to sustain insurance coverage for the risks of the appropriate warranty obligations for the duration of the supply relationship. Proof should be provided at our request.

15. Supplies

Material provided by us remains our property and is free of charge and is kept isolated from your property with the care of an organised businessman, and should be marked as our property. It may only be used to execute our order. Damage to the material provided must be replaced by you. If you process the material provided or reorganise it, you are doing it for us. We will immediately become owners of the resulting new items. If the provided material is only one part of the new items, we shall have joint ownership of the new items in the proportion corresponding to the value of the material provided therein.

16. Confidentiality

You must treat all non-public business and technical details which become known to you through the business relationship as confidential and not disclose it to third parties. The production for third parties, the exhibition specially for us, specifically according to our plans, drawings or other special requirements for finished products, publications of these services or orders as well as references to this order made to third parties are subject to our prior written consent.

The use of our orders for promotional purposes is prohibited. We point out that we store personal information associated with our business relationship with you and also share this data with our affiliates. We do not pass personal data onto third parties, unless it is a legal obligation to do so.

17. Software

If non-standard software is included in the delivery, the supplier declares themselves prepared to provide reasonable reimbursement for a period of 5 years from the dispatch of the delivery item according to our specifications changes / improvements to the software. If the software comes from upstream supplier, he must oblige them accordingly.

18. Higher authority/Long term inability to deliver

- Labour disputes, riots, official measures and other unforeseeable and unavoidable events rid as the supplier and us of obligations for the duration of the disturbance and the extent of their impact. The person concerned shall promptly inform the other party and shall do everything within reason to limit the effects of such events. The person concerned shall promptly inform the other party and shall do everything within reason to limit the effects of such events. The person concerned shall promptly inform the other party of the end of the disturbances.

In the case of longer term delivery prevention, cessation of payments or insolvency proceedings, the rejection to commence such proceedings for lack of assets or the commencement of similar proceedings by one of the parties, the other is entitled to withdraw from the contract with respect to the unfulfilled part. If the supplier is affected by any of the preceding events, he will support us to the best of their ability in the relocation of production of the goods supplied to us or to a third party, including a license necessary for the production of industrial property rights by customary conditions. For goods and services carried out in an EU country outside of Germany it is necessary to specify your EU sales tax identification number.

Imported goods shall be delivered duty paid. You are required under regulation (EG) No. 1207/2001 to confer statements and information at your expense, to obtain inspections by the customs authority, and to produce the requisite official confirmations. You are obliged to inform us of any license requirements for (re)exports under German, European and US-American export and customs regulations and export and customs regulations of the country of origin of the goods and services in detail and in writing.

19. Transferability of the contract

Rights from this contract shall only be transferred to third parties with our prior written consent.

20. Other types of contracts

These conditions shall apply mutatis mutandis for contracts of other kinds, in particular for contracts of labour and materials.

21. Other

The place of performance is the place specified in contract paperwork. Jurisdiction, provided that you are a merchant, legal entity under public law or public law funds, our company headquarters in Böblingen. We are also entitled to take engage you at your place of business.

German law applies excluding the UN sales law and the referral provisions of the German International private law. If any provision of these conditions are invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision which achieves the original accessible aspired economic purpose asbest as possible.