



VERFAHRENSTECHNIK

STRIKO VERFAHRENSTECHNIK Postfach 1440 D-51658 Wiehl - Bomig

General terms and conditions of delivery

STRIKO Verfahrenstechnik W. Strikfeldt & Koch GmbH

I. Scope

- (1)
All current and future deliveries and services from STRIKO Verfahrenstechnik W. Strikfeldt & Koch GmbH (STRIKO) will be made and provided in accordance with these General Terms and Conditions (T&Cs).

These terms and conditions of business apply to legal relations with business customers as well as legal entities under public law and special funds under public law.

- (2)
STRIKO expressly rejects any contradictory terms and conditions of business. Contradictory terms and conditions of purchase and business of the customer are only binding on STRIKO if they are expressly accepted.

II. Order fulfilment

- (1)
Quotes are without obligation on the part of STRIKO. Agreements of any kind will only be binding following written confirmation on the part of STRIKO.

The documentation forming part of the quote, such as illustrations, designs, weights and measurements, are approximate values unless they are expressly designated as binding.

STRIKO retains the title and copyright in cost estimates, designs and other documents. These may not be made accessible to third parties. STRIKO shall be under an obligation only to make plans designated as being confidential available to third parties by the customer if it has the latter's consent for this.



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(2)

Contracts and therefore performance obligations on the part of STRIKO only arise if the orders placed are confirmed by STRIKO. The relevant confirmed content is the crucial factor which determines the content of the contract.

(3)

Any applicable DIN standards apply to the design of the delivery items unless otherwise agreed in the contract.

Any special operational regulations requested by the customer can only be taken into account if these form part of the contract specifications, in particular the performance specifications, and to the extent that they have become part of the contract in accordance with the aforementioned principles.

External forces such as nozzle loads or similar factors may in particular only be taken into account in constructing and calculating static mixers, heat exchangers or other containers if they are explicitly disclosed beforehand and have been incorporated into the contractual agreements.

III. Deliveries and services

(1)

Delivery deadlines and periods must be expressly agreed and confirmed by STRIKO in order to be effective.

(2)

Delivery periods shall begin with the date of the order confirmation from STRIKO, however, only once all details of the order have been clarified and any required domestic or foreign official certifications have been provided.

The delivery period shall be deemed to have been adhered to if the delivery item has left the factory or the customer has been notified that it is ready for shipment before the period expires.

The delivery period shall be reasonably extended in the event of measures connected with industrial disputes, in particular strikes or lockout, unless occurrence of these was foreseeable or STRIKO is culpably responsible for these, and provided that obstacles of this type have had a considerable effect on the completion or delivery of the delivery item.



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STRIKO must notify the customer of the start and end of these types of obstruction as soon as possible.

(3)

If the shipment is delayed at the customer's request, then the costs incurred through storing these shall be charged to the customer starting one month from the notification of the readiness to ship; these costs shall be at least 0.5% of the invoice amount for each month of storage at the STRIKO factory. The customer retains the right to provide evidence that lower storage costs were incurred.

Following the setting and expiry of a reasonable period without any result, STRIKO shall be entitled to dispose of the delivery items elsewhere and to supply the customer within a period which has been extended appropriately.

Adherence to an agreed delivery period is contingent upon compliance with the agreed payment conditions and other obligations of the customer.

(4)

In the event that STRIKO is in default, then following the expiry of a reasonable grace period set by the customer the latter may withdraw from the contract if no notification that the goods are ready for shipment has been received by the time that this period expires.

If the entire contractual relationship is of no interest or use to the customer as a result of the default on the part of STRIKO, then the option of a complete termination of the contract shall remain open.

IV.

Transfer of risk and acceptance

(1)

The risk of accidental destruction or accidental deterioration of the goods shall be transferred to the customer once the subject matter of the contract is handed over to the carrier, the freight forwarder or other individual or establishment appointed to execute the shipment.



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(2)

The handover for the aforementioned purposes shall be deemed to have been completed if the customer is in default of acceptance.

(3)

Transportation insurance shall be at the customer's expense and will only be taken out by STRIKO following an express written request from the customer.

STRIKO shall only be under an obligation to take out this type of insurance if the request from the customer in this regard has been reconfirmed in writing prior to delivery of the goods.

(4)

If transportation damage is determined the customer must without delay arrange for a report of the facts with the responsible bodies. The customer must examine the goods upon delivery for transportation damage and report any such damage to the transportation company directly.

V.

Separate acceptance

(1)

If the parties to the contract have agreed an acceptance process then this must be carried out without delay at the supplier factory following notification of the readiness for acceptance. The costs incurred by the customer with this acceptance shall be borne by the latter personally. Objective acceptance costs will be charged in accordance with the supplier factory or STRIKO price list applicable at the point of acceptance.

(2)

If the acceptance does not take place or does not take place on time or in full, then STRIKO shall be entitled to ship the goods with no acceptance or to store them at the customer's expense.



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VI. Prices

(1)

Unless otherwise agreed, prices are ex works, excluding loading at the factory and packaging.

In the event that there is a time span of more than 3 months between formation of the contract and the agreed delivery deadline, then STRIKO reserves the right to implement a reasonable price increase, provided that there is an increase in manufacturing costs as a result of increases in standard wages, the cost of materials or in other costs connected with performance of the contract.

(2)

STRIKO shall notify the customer separately in the event that changes of this type are implemented.

The customer must make an advance payment of 40% of the agreed price following receipt of the order confirmation. The customer has no right to claim collateral by way of an advance payment guarantee.

A further 50% of the agreed price must be paid to STRIKO once notification of readiness to ship has been communicated.

The remaining amount must be paid upon commissioning, and no later than following issuing of the invoice.

(3)

Payments must be made free of any charges. The customer shall be in default of payment two weeks after receipt of the invoice without any official reminder being provided. Default interest at 8 percentage points above the relevant base interest rate of the European Central Bank shall be charged in the event of a delayed payment.

(4)

Advance payments which are made too late may result in an interruption in planning or manufacture which shall be attributable to the customer. The corresponding delivery periods shall be extended as a result of this. Extensions to the delivery periods of this type shall not be at STRIKO's expense.



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(5)

Payment by cheque shall only be deemed to have been effected once the cheque has been cashed and the amount of the cheque has been credited to the STRIKO business account.

VII. Retention of title

(1)

All goods shall be delivered by STRIKO subject to retention of title. The retention of title shall remain in place until all claims from any ongoing business relationship have been settled in full.

(2)

The customer shall be under an obligation to handle the goods with care. If maintenance and inspection work is required then the customer must carry this out on a regular basis at its own expense.

(3)

The customer shall be under an obligation to notify STRIKO without delay in the event that third parties gain access to the goods delivered, for instance in the event of seizure, or if the goods are damaged or destroyed.

The customer must inform STRIKO without delay of any change in ownership of the goods or change in the registered office of its own business.

(4)

In the event that the customer acts in breach of the contract, in particular in the event of default of payment or breach of its other contractual obligations, specifically also including those in accordance with points II and III of this provision, STRIKO shall be entitled to withdraw from the contract and to demand a return of the goods.

(5)

The customer shall be entitled to resell the goods in the ordinary course of business. It hereby assigns to STRIKO all claims against third parties to which it is entitled as a result of any resale for the amount of the invoice which has not yet been paid. STRIKO accepts this assignment.



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Following the assignment the customer shall be entitled to collect the claim. STRIKO reserves the right to collect the claim itself once the customer does not duly meet its payment obligations and is in default of payment.

(6)

Processing and manipulation of the goods by the customer shall be on behalf of and on account of STRIKO in all cases. If the goods are processed or combined with items which do not belong to STRIKO, then STRIKO shall acquire co-ownership in the new items at the ratio of the value of the goods supplied by it to the other items that have been processed.

The same shall apply if the goods supplied are mixed with other items which do not belong to STRIKO.

(7)

In the event of any damage or other impairment to the goods supplied by STRIKO subject to retention of title, the customer hereby assigns to STRIKO in advance the claims for compensation to which it is entitled against any potential insurance company. STRIKO accepts this assignment.

VIII. Warranty

(1)

STRIKO provides a warranty for defects in the goods supplied by it and will repair the goods or provide a replacement delivery at its discretion.

(2)

If the subsequent performance fails then the customer may demand a reduction in the price (price reduction) or rescission of the contract (withdrawal) at its discretion.

However, the customer has no right of withdrawal if the infringement of the contract is merely negligible, particularly in the case of minor defects.



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(3)

Only material or manufacturing faults which were already in existence at the time of the transfer of risk and which preclude or significantly reduce suitability for use in accordance with the contract may be asserted as complaints.

STRIKO assumes no liability for material faults to items which have been provided by the customer.

(4)

STRIKO does not accept any warranty for defects which e.g. have occurred as a result of improper or unsuitable use, defective assembly or commissioning by the customer or third parties, normal wear and tear, defective or negligent handling, in particular excessive strain, improper operating equipment or chemical or atmospheric influences.

(5)

The customer must examine the goods supplied in accordance with Sections 377 et seq. of the German Commercial Code (HGB) and provide notification of any defects ascertained without delay.

Notification of any concealed defects must also be provided without delay once these have been detected.

(6)

The customer has the full burden of proof in relation to all prerequisites for claims, in particular related to the defect itself, the point in time that the defect was detected and the timeliness of the notification of the defect.

(7)

If the customer chooses to withdraw from the contract in the event of a defect of title or material defect and following failure of the subsequent performance, then it shall have no additional right to claim compensation on account of the defect. If following failure of the subsequent performance the customer chooses to claim compensation, the goods shall remain with the customer if reasonable for it.

The claim for compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if STRIKO has maliciously caused or concealed the breach of contract.



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(8)

The warranty period shall be 1 year from delivery of the goods.

(9)

Only the product description by the manufacturer or by STRIKO in their statements is agreed in relation to the condition of the goods.

Public statements, promotions or advertising do not represent additional statements on the condition of the goods for the purposes of the contract.

(10)

If the customer receives defective assembly instructions then STRIKO shall only be under an obligation to provide flawless assembly instructions, and only if the defect in the assembly instructions is incompatible with proper assembly for the item.

(11)

The customer does not acquire any guarantees in the legal sense from STRIKO. This does not affect manufacturer guarantees.

IX. Liability

STRIKO's liability is limited to wilful intent and gross negligence where this is permissible by statute. This also applies to STRIKO's liability for third parties.

X. Protective rights

If the subject matter of the contract is manufactured based on information provided by the customer (templates, patterns, drafts, etc.), then the latter shall indemnify STRIKO in full in relation to third-party claims which are asserted based on any protective rights or other rights.

STRIKO shall also be entitled to offer corresponding goods to third purchasers. STRIKO shall have no liability for freedom of protective rights or other third-party rights in relation to all goods.



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XI. Covenants

Covenants or pledges shall only be valid if they are confirmed in writing by STRIKO.

XII. Place of fulfilment and jurisdiction

(1)

The place of fulfilment for the reciprocal obligations arising from the contracts is the location of the STRIKO branch at which the contract was entered into, or any other location where risk was transferred for the purposes of point IV. of these terms and conditions.

(2)

The place of jurisdiction for both parties to the contract is Wiehl where permissible by statute. As such any legal disputes arising from this contractual relationship shall be brought to the Local District Court Gummersbach or the first instance of the Regional Court Cologne.

XIII. Applicable law

German law applies exclusively to the legal relationship between the parties.

XIV. Final provisions

In the event that any provision in these General Terms and Conditions of Business are or become invalid, this shall not affect the remaining T&Cs. In this event the provision that is or has become invalid must be replaced by a regulation which corresponds with the desired purpose and is legally permissible.