

# Terms and conditions of sale, delivery and payment of dinotec GmbH



## 1. Contract conclusion / General information / Scope of application

- All deliveries and services shall be carried out exclusively on the basis of and in conformity with these terms and conditions of sale, delivery and payment. Any other terms and conditions (either different or to the contrary) set by any customer shall be inadmissible, unless expressly approved of their validity in writing. Our terms and conditions of sale, delivery and payment apply also if we effect a delivery without reservation while being fully aware of contradicting or differing sales conditions on the part of the customer. In case of construction works, the contracting rules for award of public works contracts (German VOB, Part B) are applicable in addition. Our terms and conditions shall be considered as accepted on receipt and acceptance of our goods at the latest.
- Our offers are non-binding; this applies also to prices and services in brochures, advertisements, price lists, etc. All agreements shall be binding on us only following written confirmation, which applies likewise to samples, illustrations, details on dimensions, weights, colours, and other performance data. dinotec GmbH reserves the right to effect changes for reasons of technical progress or required on account of predictable technical difficulties at all times.
- Single agreements made in individual cases (including subsidiary agreements, supplements and amendments) take priority over these terms and conditions of sale, delivery and payment. Such agreements shall have to be made in writing and/or require our written consent.
- Our terms and conditions of sale, delivery and payment shall also apply to future transactions and business with the customer, without the need to expressly agree on the terms and conditions again.
- References to the validity of statutory provisions have a clarifying meaning only. Even without such clarification, the statutory provisions shall apply, insofar as they have not been expressly modified or excluded in these general terms and conditions of sale, delivery and payment.

## 2. Offer / Offer Documentation

- Our offer is non-binding, unless stated otherwise in the confirmation of order.
- We reserve all property rights and copyrights to illustrations, drawings, calculations, and other documents. This shall also apply to those written documents that are designated as "confidential". The customer shall have to request our express written consent before passing them on to third parties.
- A placement of order by the customer shall be considered as binding contractual offer, unless there are different terms agreed upon as part of the order or other agreements. dinotec GmbH shall be entitled to accept this offer within 24 calendar weeks after receipt of the same. If the offer is accepted after that period and the buyer no longer feels bound by his offer, he shall have to inform dinotec GmbH in writing without delay, otherwise the contract shall be deemed to have been concluded.
- Acceptance of the contract can be declared either in writing (e.g. by confirmation of order), or by delivery of the goods to the buyer.

## 3. Prices / Terms of Payment

- Unless otherwise confirmed in writing, prices and additional charges are to be understood ex works or ex warehouse, amount total in EURO/\$ as applicable on the day of delivery, excluding packaging, which will be listed as a separate charge in the invoice. In case of sale by delivery to a place other than the place of performance, the buyer shall have to bear the transport costs ex warehouse as well as the costs for a transport insurance that he may wish to be effected. Any custom duties, charges, taxes, and other public dues shall have to be born by the buyer. dinotec GmbH does not take back transport packaging or any other kind of packing pursuant to the regulation on packaging; the property of these passes on to the buyer, excepted from this are pallets.
- dinotec GmbH reserves the right to change our prices in accordance with cost increases or cost reductions after conclusion of the contract, in particular increases due to tariff agreements or changes in the prices for materials. dinotec GmbH shall provide evidence of these cost increases to the customer upon request.
- Our prices do not include the legally binding VAT; this is specified separately in the invoice to the amount that is legally binding on the day the invoice is issued.
- The deduction of any discount requires a separate, written confirmation.
- The purchase price is due for payment within 8 days of invoice date, provided no other specifications have been made in writing as part of the order confirmation. The statutory regulations regarding the consequences of default of payment shall apply. Should the customer be in default with payments, dinotec GmbH shall be entitled to request payment of default interest to the amount of the interest rate charged by commercial banks for open current account credits, but at least 8 percentage points (5 percentage points if the customer is consumer) above the respective base rate, plus value added tax. The interest is due immediately. dinotec GmbH shall be entitled to request a reasonable advance payment.
- dinotec GmbH shall be entitled to determine as to which account receivable the payment will be credited against, even in spite of different provisions on the part of the customer; payment can be either made in cash to dinotec GmbH or by bank transfer. One of our bank accounts free of costs. Bank transfers shall be considered effective on the day an appropriate credit entry is made in favour of dinotec GmbH. In case of orders from abroad, payment shall have to be made by prepayment, strictly net and in cash. Cheques are exclusively accepted in lieu of payment, under reserve and only on the basis of special agreements.
- If the customer should fail to comply with his payment obligations, in particular when acceptance of a cheque or bill of exchange is discharged, or his payments are suspended or stopped altogether, or if dinotec GmbH receives information about circumstances that challenge the credit standing of the customer, dinotec GmbH shall be entitled to fix a date due for all accounts receivable in respect of this customer, even in case that dinotec GmbH should have taken in cheques or bills of exchange. We shall moreover be entitled in this case and after having allowed an adequate period of grace to demand prepayments, or provision of securities as well as the right to withdraw from the contract or claim damages for failure to perform.
- The customer shall only be entitled to set-off rights when their counterclaims have been legally acknowledged and documented, and sufficient transportation capacities, bans on import or export, mobilization, war, absence of or insufficient supply of raw materials or similar unforeseeable circumstances. dinotec GmbH shall be released from their obligation of having to meet the agreed terms of delivery, to pay agreed penalties for delay, and shall be entitled to withdraw from the contract, also in part, without the customer being entitled to claim for compensation. In case of partial or complete loss of our sources of supply for raw or auxiliary materials, dinotec GmbH shall not be obligated to cover its demands by means of purchases from third-party suppliers at exorbitant conditions. dinotec GmbH shall be entitled in this case to distribute the available, limited quantities of goods among its customers, taking possible own requirements into account.
- If the customer does not fulfil his payment obligations, dinotec GmbH shall be entitled to suspend any further deliveries, reserving the right to further claims at the same time. dinotec GmbH shall be entitled to dispose of the quantities, which the customer failed to accept or call off, in alternative ways without having to grant a grace period.
- In the event that the customer is in default with his obligation to take delivery, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the acceptance default or payment default commences.
- dinotec GmbH shall be liable in accordance with statutory provisions to the extent that the underlying sales contract represents a fixed-date transaction in terms of § 286 Section 2 No. 4 of the German Civil Code (BGB) or § 376 of the German Commercial Code (HGB). We shall also accept liability in accordance with statutory provisions to the extent that the customer is entitled to make a claim that, due to a delay in delivery caused by dinotec GmbH, his interest in a further fulfillment of the contract has ceased.
- dinotec GmbH shall also be liable in the event of any deliberate or negligent act on our part leading to the delay in delivery, including any act on the part of a contractor or other third party acting on behalf of dinotec GmbH. This includes any act on the part of a contractor or other third party acting on behalf of dinotec GmbH.
- dinotec GmbH shall also be liable according to statutory provisions when a delivery delay is our fault and violates a primary contractual obligation, in which case our liability for compensation shall, however, be restricted to damages that are foreseeable and typical for the case in point.

## 4. Delivery / Delivery Time

- The delivery date stated by us shall be subject to clarification of all technical questions in advance.
  - Furthermore, the fulfillment of our delivery obligation shall be conditional upon the customer meeting his obligations on time and in full. dinotec GmbH reserves the right to defence of non-performance (walkaway clause).
  - In the event of default in acceptance, or of other obligations, on the part of the customer, dinotec GmbH shall be entitled to demand compensation for any damage caused thereby, including any additional costs resulting therefrom. dinotec GmbH reserves the right to further claims.
  - dinotec GmbH shall be entitled to effect partial deliveries and issue invoices accordingly at any time. Each delivery, also those resulting from current business transactions, shall be considered as separate transaction and have no effect on other transactions. If acceptance of fixed quantities is not effected according to agreement, dinotec GmbH shall be entitled - after having allowed the customer a further period of seven days to provide instructions for an immediate delivery - to store those quantities that have not been duly accepted or called-off, either in the factory store or another place of their choice at the expense and risk of the customer. In such case, dinotec GmbH may also withdraw from the delivery obligation or decline delivery, and claim damages for non-performance. In such case, dinotec GmbH may also withdraw from the delivery obligation or decline delivery, and claim damages for non-performance. A penalty for delay can only be claimed according to prior agreement (if any) and to the amount agreed upon. If the damage, that must be proved, is lower than the agreed penalty for delay, only the actual damage can be claimed.
  - In the event of force majeure, business disruptions/operating failures, interruption of shipping, stoppage of work, lockout, delays or insufficient transportation capacities, bans on import or export, mobilization, war, absence of or insufficient supply of raw materials or similar unforeseeable circumstances, dinotec GmbH shall be released from their obligation of having to meet the agreed terms of delivery, to pay agreed penalties for delay, and shall be entitled to withdraw from the contract, also in part, without the customer being entitled to claim for compensation. In case of partial or complete loss of our sources of supply for raw or auxiliary materials, dinotec GmbH shall not be obligated to cover its demands by means of purchases from third-party suppliers at exorbitant conditions. dinotec GmbH shall be entitled in this case to distribute the available, limited quantities of goods among its customers, taking possible own requirements into account.
  - If the customer does not fulfil his payment obligations, dinotec GmbH shall be entitled to suspend any further deliveries, reserving the right to further claims at the same time. dinotec GmbH shall be entitled to dispose of the quantities, which the customer failed to accept or call off, in alternative ways without having to grant a grace period.
  - In the event that the customer is in default with his obligation to take delivery, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the acceptance default or payment default commences.
  - dinotec GmbH shall be liable in accordance with statutory provisions to the extent that the underlying sales contract represents a fixed-date transaction in terms of § 286 Section 2 No. 4 of the German Civil Code (BGB) or § 376 of the German Commercial Code (HGB). We shall also accept liability in accordance with statutory provisions to the extent that the customer is entitled to make a claim that, due to a delay in delivery caused by dinotec GmbH, his interest in a further fulfillment of the contract has ceased.
  - dinotec GmbH shall also be liable in the event of any deliberate or negligent act on our part leading to the delay in delivery, including any act on the part of a contractor or other third party acting on behalf of dinotec GmbH. This includes any act on the part of a contractor or other third party acting on behalf of dinotec GmbH.
  - dinotec GmbH shall also be liable according to statutory provisions when a delivery delay is our fault and violates a primary contractual obligation, in which case our liability for compensation shall, however, be restricted to damages that are foreseeable and typical for the case in point.
- ## 5. Despatch / Transfer of Perils / Packing Costs
- Assuming no other written agreements have been reached in the order confirmation, delivery shall be understood ex works or ex warehouse, respectively. The despatch is made at the risk of the consignee. If no other instructions have been made in writing, the despatch is arranged to the best of our knowledge without engagement as to the cheapest shipment, a timely arrival, or similar circumstances.
  - The risk of loss or damage to the goods shall pass to the customer at the time where we hand them over to the forwarding agent or carrier, or any other person or entity named for the execution of the shipment, or with their departure from our premises. In the event that the delivery should be impossible through no fault of our own, the risk of loss or damage shall pass to the customer with the information of readiness for despatch.
  - There are special agreements applicable for the return of packaging material.

## 6. Liability for Defects / Complaints

- The customer's warranty rights (claims for defects) only exist if he has properly fulfilled his obligations of examination and notification of defects pursuant to statutory provisions. The carrier shall have to be informed about any transport damage or missing parts immediately on delivery. If this is not made on delivery of the goods, the customer shall not be entitled to any claims for compensation at a later time.
- If a defect has been established, dinotec GmbH may, at their option, provide supplementary performance either in the form of a remedy of the defects or delivery of non-defective goods. Defects which are discovered upon careful inspection must be notified in writing within three workdays, otherwise the goods shall be considered as accepted, also in respect of the defects. Defects which, even upon careful inspection, cannot be detected, must be notified immediately upon their discovery, but not later than three months after receipt of the goods.
- Should we fail in our effort to provide supplementary performance, the customer shall be entitled to withdraw from the contract or to claim a reduction, at his discretion.
- dinotec GmbH shall be liable according to statutory provisions, provided the customer demands compensation for damages, which shall be restricted to damages caused by our malicious intent or by our gross negligence, including malicious intent or gross negligence on the part of our representatives or third parties acting on our behalf. As far as an intentional violation of contractual stipulations, on our behalf, cannot be proven, our liability for compensation shall be restricted to damages that are foreseeable and typical for the case in point.
- dinotec GmbH shall be liable in accordance with statutory provisions if we violate a fundamental contractual obligation; in which case our liability for compensation shall, however, be restricted to damages that are foreseeable and typical for the case in point.
- The aforesaid restriction shall not apply to damages to life, body or health caused by our fault. Our liability under the German Product Liability Act (Produkthaftungsgesetz) shall also remain unaffected.
- Unless otherwise stipulated before, any liability shall be excluded. This applies in particular to normal wear, and to damage caused by incorrect or faulty installation and operation, overvoltage and overutilisation, inappropriate operation or installation conditions, chemical or electrochemical or electric influences. Any liability defects on the part of dinotec GmbH is void if the buyer himself or qualified skilled workers commissioned by him have carried out any repairs without our approval. Instruction manuals and technical advice are provided to the best of our knowledge and based on experience and tests; a liability on the part of the seller may not be derived from that.
- The limitation period for warranty claims is 12 months from transfer of perils.
- dinotec GmbH shall not be obligated to remedy the defects as long as the customer is in default with his undisputed contractual payment obligations.
- The return of goods must be approved and confirmed in advance by dinotec GmbH.

## 7. General Liability

- Any liability for damages beyond that expressed in § 4 and 6 shall be excluded regardless of the legal nature of the claim. This applies in particular to claims for damages due to default upon finalizing a contract, breaches of other obligations or legal claims due to tortious acts for the compensation of property damage according to §823 of the German Civil Code (BGB).
- The limitations as specified in clause 1 shall also apply if, in the event of a justified claim for damages, the customer demands compensation for futile expenditures instead of performance.
- As far as the liability of dinotec GmbH is restricted or nonexistent, these restrictions shall also apply to the personal liability of our employees, wage earners, staff members, representatives and assistants.

## 8. Retention of Title

- dinotec GmbH shall retain the title to the goods delivered until full payment of all open accounts (including debit balances) resulting from the business relation has been received. If payment of the purchase price amount (debt) has been agreed to be made by cheque or bill of exchange, our reservation includes payment of the bill accepted by us by the customer; the reservation does not expire upon receipt of a credit entry in our favour for the cheque received. Should the customer act contrary to the provisions set out in the contract, particularly in case of default of payment, dinotec GmbH shall be entitled to withdraw from the contract and demand return the conditional goods (subject to retention of title). After taking the goods back, dinotec GmbH shall be entitled to liquidate the same and offset the proceeds with the customer's accounts payable, less adequate costs of realisation.
- The customer shall have to keep and maintain the goods in satisfactory condition and shall, in particular, have to insure them on the Company's behalf for their full price against damages caused by fire, water and theft at his own expense. If any maintenance and inspection works should be necessary, the customer shall have to carry out such works in due time and at his own expense.
- As long as there is a retention of title on the part of dinotec GmbH, the customer shall not be entitled to pledge the goods or transfer the title for the purpose of securing a debt. The customer shall be obliged to properly store retained-title property and insure the same against fire and theft, and to provide verification thereof to dinotec GmbH on demand. In the event of damage to said items, the customer's insurance claims shall be deemed to have been assigned to dinotec GmbH.
- In case of seizures or any other form of third-party interference, the customer shall have to notify dinotec GmbH immediately in writing so that we can institute proceedings in accordance with § 771 German Code of Civil Procedure (ZPO). The customer shall be held liable for the loss suffered by dinotec GmbH to the extent that the third party is not able to reimburse the supplier for the judicial and extrajudicial costs of a legal action to § 771 ZPO (German Code of Civil Procedure).
- The customer shall be entitled to re-sell the delivered object in the course of normal business transactions, but shall hereby assign any claims accrued through the resale of such property to this customer or third parties, up to the amount total of outstanding invoiced amounts (including value added tax) of our receivables, regardless of whether or not said goods were in any way processed, improved or reworked. The customer shall be entitled to collect owed funds from the third party even after this assignment. Our right to collect outstanding payments ourselves shall remain unaffected. We undertake to not collect outstanding payments as long as the customer fulfils his payment obligations from the obtained proceeds, as long as he is not in default of payments, and in particular as long as no application has been filed for the opening of bankruptcy and insolvency proceedings. In the latter event, we shall be entitled to demand that the customer disclosing the assigned claims and their respective debtors, provides all information required for collecting said outstanding payments, hands over the appropriate documentation, and informs the debtors (third parties) of the assignment.
- Any processing, reworking or improvement of the goods by the customer shall always be deemed to be made on behalf of dinotec GmbH. Should the item being sold be processed with other items not belonging to dinotec GmbH, we shall obtain joint ownership of the new object to the proportion of the value of the delivered item (final invoiced amount including VAT) compared with the value of the other processed items at the time of processing. Processed or reworked goods shall be subject to the same terms and conditions that apply to goods delivered under reserve.
- Should the delivered item be inseparably blended with other items not belonging to dinotec GmbH, we shall obtain joint ownership of the new object to the proportion of the value of the delivered item (final invoiced amount, including VAT) compared with the value of the other mixed items at the time of blending. If blending is done in a way that the customer's item is to be regarded as the principal object, it shall be deemed to have been agreed that the customer transfers joint ownership to dinotec GmbH on a pro rata basis. The customer shall store the resulting sole ownership or joint ownership for dinotec GmbH free of charge.
- The customer shall also transfer to dinotec GmbH his claims against third parties resulting from a connection of the purchased item with real estate property.
- Should the value of the securities provided by the customer exceed our claims against the customer by more than 10 %, dinotec GmbH undertakes to release - upon request of the customer - securities pro tanto, with the kind of security to be released being at our discretion.

## 9. Place of Fulfillment / Place of Jurisdiction

- If the customer is a merchant, Frankfurt am Main/Germany, shall be considered as agreed upon place of jurisdiction. dinotec GmbH shall also be entitled to refer disputes to the court having jurisdiction at the principal office or domicile of the customer.
- The laws of the Federal Republic of Germany apply exclusively. The application of the United Nations Convention On Contracts For The International Sale Of Goods is excluded.
- If no other agreements have been reached as part of the order confirmation, our business location is the place of performance.

## 10. Returns

- Every return consignment of goods - regardless of whether it is based on statutory claims of the buyer or not - shall have to be handed over complete with original invoice and original delivery note, indicating article number, serial number and the reason for the return.
- Any return of goods shall have to be confirmed by dinotec GmbH in writing first.
- In individual cases, we may accept the return of non-defective goods even in the absence of a statutory right of the buyer, i.e. as a gesture of goodwill. For such cases, the following provisions shall apply, which do not restrict the statutory rights of the buyer: Returns that are not based on a legal claim are only permitted if they are stock items (stock items are goods which are marked with a small "house" in our price list; not included are special makes or any products outside of our standard program), the goods are to be returned in their original packaging and in new condition, the manufacturing date is not older than 1 year and the merchandise net value is at least €50,00.
- In cases where we have approved a return, the buyer shall have to bear the costs for the return.
- Moreover, we will deduct 10% of the merchandise value in case of returns, but not less than € 75.00. Any possible additional costs, such as for damaged packaging, are to be indemnified in addition.
- Subject to the above conditions, only goods that were purchased directly from dinotec GmbH and delivered to the customer can be taken back. If the goods were bought from a dealer, the buyer shall have to contact the dealer directly.

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dinotec GmbH  
Maintal

Simply enjoy the best water!