**General Terms and Conditions of Business of Pipetronics GmbH & Co. KG**

**Preliminary remark**

In addition to the valid law, the following conditions of delivery and payment form the basis of the delivery and service contracts of Pipetronics GmbH & Co. KG.

The Buyer's provisions to the contrary shall only be binding for the entrepreneur if they have been expressly confirmed in writing by Pipetronics GmbH & Co. KG.

**1. Entering into a contract**

The delivery and service contract shall only be brought about following written confirmation of order by Pipetronics GmbH & Co. KG.

**2. Scope**

(1) All deliveries, services and offers of Pipetronics GmbH & Co. KG apply exclusively on the basis of these General Terms and Conditions of Business. These are an integral part of all contracts entered into with regard to the offered goods, deliveries or services. They also apply to all our future deliveries, services and contracts including if they have not been separately agreed upon again.

(2) Terms and conditions of business of the Principal or the Customer or a third-party shall not apply, including if Pipetronics GmbH & Co. KG does not object to their validity separately in an individual case. Even if Pipetronics GmbH & Co. KG cites a letter containing the terms and conditions of the Principal or the Customer or a third-party, or refers to such a letter, this shall not constitute any kind of consent to the validity of such terms and conditions of business.

**3. Offers and entering into contracts**

(1) All offers of Pipetronics GmbH & Co. KG are subject to change without notice and are non-binding provided they are not expressly stated as binding or are not subject to a certain acceptance period. Pipetronics GmbH & Co. KG may accept orders or contracts within 14 days following receipt,

(2) Solely the contract of purchase, including these General Terms and Conditions of Business, shall be authoritative with regard to the legal relationship between Pipetronics GmbH & Co. KG and the Principal or the Customer. Such a contract reflects all agreements in full between the contracting parties with regard to the subject matter of contract. Verbal assurances on the part of Pipetronics GmbH & Co. KG prior to entering into this contract are legally invalid, and verbal agreements of the contracting parties shall be replaced by the written contract provided they do not expressly state that they are to continue to apply with binding force.

(3) Supplementary information regarding and amendments to the agreements that have been entered into, including these General Terms and Conditions of Business, are subject to the written form in order to be deemed valid. With the exception of managing directors or authorized signatories, the employees of Pipetronics GmbH & Co. KG are not entitled to enter into verbal agreements to the contrary of these General Terms and Conditions of Business. Forwarding via telecommunications shall be deemed sufficient to safeguard the written form, in particular by fax or e-mail, provided the copy of the signed declaration is forwarded.

(4) Details of Pipetronics GmbH & Co. KG regarding the subject matter of delivery or service (e.g. weights, measurements, service values, loads, tolerances and technical data) as well as illustrations of these (e.g. drawings and diagrams) are only approximately authoritative provided the use proposed in the contract does not specify that these are to correspond exactly. They do not constitute any warranted characteristics but rather are delivery or service descriptions or identifications. Variations that are customary in the trade and variations that apply as a result of legal requirements or illustrate technical improvements, as well as the replacement of components with equivalent parts are permitted provided they do not have a detrimental effect on the use as proposed in the contract.

(5) Pipetronics GmbH & Co. KG reserves ownership of or copyright to all offers and cost estimates it makes and to the drawings, diagrams, calculations, leaflets, catalogues, models, tools and other documents and aids made available to the Principal or the Customer. The Principal or the Customer may neither make these items available to third parties as such nor in terms of their content, disclose them or use them or arrange for third parties to use them without express approval by Pipetronics GmbH & Co. KG. At the request of Pipetronics GmbH & Co. KG the Principal or the Customer is to return such items in full to Pipetronics GmbH & Co. KG, and destroy copies that may have been made, if they are no longer required during the normal course of business or if negotiations no longer lead to the entering into of a contract.

**4. Prices and payment**

(1) A binding price shall only be established by way of the written confirmation of order by Pipetronics GmbH & Co. KG and shall be subject to the reservation that the order data taken as a basis for the confirmation of order remain unchanged. The prices apply to the goods, service and delivery scope set out in the confirmation of order. Additional and special services shall be charged separately.

(2) The prices of Pipetronics GmbH & Co. KG are to be understood ex works in euros plus the statutory value added tax valid at the time of delivery unless other details are specified.

(3) Packaging, postage, insurance and other shipping costs are not included and shall be invoiced additionally.

(4) Once the order has been confirmed, the Buyer shall be charged for alterations to the work item made at the request of the Principal or the Customer.

(5) Invoice amounts are payable immediately without any deductions provided nothing to the contrary is agreed upon in writing. Receipt by the Company is authoritative with regard to the payment date. If payment is not made, the outstanding amounts shall be subject to interest from the due date at 8 percentage points above the base lending rate. This does not affect the assertion of higher interest and claims for greater damage in the event of default.

(6) Setting off using the Principal's or Customer’s counter-claims or the retention of payments regarding such claims shall only be permitted insofar as the counter-claims are undisputed or have become res judicata.

(7) Pipetronics GmbH & Co. KG is entitled to provide outstanding deliveries or render outstanding services only subject to advance payment or the provision of security if, after entering into the contract, knowledge of circumstances is gained that is capable of significantly reducing the credit standing of the Principal or the Customer, and which jeopardises payment of the outstanding claims of Pipetronics GmbH & Co. KG by the Principal or the Customer resulting from the respective contractual relationship (including from other individual orders that are subject to the same skeleton agreement).

**5. Delivery quantity, delivery period**

(1) In the absence of agreements to the contrary, deliveries shall be made ex works. Pipetronics GmbH & Co. KG is entitled to provide partial deliveries.

(2) The periods and dates for deliveries and services for which Pipetronics GmbH & Co. KG holds out prospects apply, at all times, on an approximate basis unless a fixed period or a fixed date has been assured or agreed upon on a fixed basis. Insofar as shipping has been agreed upon, the delivery periods and delivery dates refer to the time of the hand over to the forwarding agent, carrier or other third parties entrusted with the transport. The agreed periods apply at all times once all technical and commercial details have been clarified. Insofar, as a matter of principle these are non-binding delivery periods. Delivery periods shall only have binding force if the delivery date has been confirmed to the Principal or the Customer as having binding force.

(3) If action on the part of the Principal or Customer is required to manufacture the work or render the service, the delivery period shall only commence upon the performance in full of such an act by the Principal or the Customer.

(4) If the delivery period is exceeded, the Principal or the Customer is to grant a reasonable additional period.

(5) If the delivery period, including the reasonable additional period, is not met, Pipetronics GmbH & Co. KG shall be liable exclusively for the invoice value of the goods quantity that was not delivered in good time, at most in the sum of the negative interest.

(6) Pipetronics GmbH & Co. KG shall not be liable for the impossibility of the delivery or for delivery delays provided these were caused by force majeure or other events that were unforeseeable at the time of entering into the contract (such as any kind of interruption of operations; difficulties in procuring materials or energy; transport delays; strikes; lawful lock-outs; lack of workers, energy or raw materials; difficulties in obtaining the necessary official licenses; administrative measures or the lacking, incorrect or untimely delivery by suppliers), for which Pipetronics GmbH & Co. KG is not responsible. Insofar as such events significantly hamper or render impossible the delivery or service by Pipetronics GmbH & Co. KG, and the hindrance is not merely of a temporary nature, Pipetronics GmbH & Co. KG shall be entitled to withdraw from the contract. In the case of temporary hindrances, the delivery or service periods shall be extended or the delivery and service dates shall be postponed by the hindrance period plus a reasonable start-up period. Insofar as the acceptance of the delivery or service is unacceptable for the Principal or the Customer as a result of the delay, the Principal or Customer may withdraw from the contract by way of a written declaration immediately directed to Pipetronics GmbH & Co. KG.

(7) If Pipetronics GmbH & Co. KG defaults in delivery or performance or if the delivery or service becomes impossible for Pipetronics GmbH & Co. KG for whichever reason, the entrepreneur's liability shall be limited to claims for damages in accordance with Section 8.

**6. Place of performance, shipping, packaging, passing of risk and acceptance**

Röthenbach a.d. Pegnitz is deemed the place of performance for all obligations resulting from the contractual relationship provided nothing to the contrary is agreed upon. If Pipetronics GmbH & Co. KG is also required to provide installation services, the place at which the installation is to occur shall be deemed the place of performance.

(2) The mode of transport and the packaging are subject to Pipetronics GmbH & Co. KG's best judgement.

(3) Risk shall pass to the Principal or the Customer at the latest upon the hand-over of the delivery item (whereby the start of the loading procedure is authoritative) to the forwarding agent, carrier or other third party determined to send the consignment. This also applies if partial deliveries are made or if Pipetronics GmbH & Co. KG has assumed other services (such as shipping or installation). If the shipping, or the hand over, is delayed as a result of a circumstance the cause of which is the responsibility of the Principal or the Customer, risk shall pass to the Principal or the Customer from the day on which the delivery item is ready for dispatch and Pipetronics GmbH & Co. KG has notified the Principal or the Customer of this.

(4) Storage costs following the passing of risk shall be borne by the Principal or the Customer.

(5) Pipetronics GmbH & Co. KG shall only insure the consignment against theft; breakage, transport, fire and water damage or other insurable risks at the express request of the Principal or the Customer and at their cost.

(6) Insofar acceptance is to be conducted, the object of sale shall be deemed accepted if

* The delivery and, provided Pipetronics GmbH & Co. KG is also required to provide the installation, the installation has been completed,
* Pipetronics GmbH & Co. KG has informed the Principal or the Customer of this by referring to the acceptance notion in accordance with this Section5 (6) and requested that the Principal or the Customer accept the delivery or installation,
* Twelve workays have passed since the delivery or installation or the Principal, or the Customer, has started to use the object of sale (e.g. put the supplied system into operation) and in this case six workdays have passed since the delivery or installation, and
* The Principal, or the Customer, has failed to accept the delivery or installation within this period for a reason other than a defect for which Pipetronics GmbH & Co. KG has been notified that renders using the object of sale impossible or considerably hampers such use.

**7. Guarantee**

(1) The guarantee period is one year from delivery or, provided acceptance is required, from acceptance.

(2) The delivered items are to be inspected with due care without delay following delivery to the Principal or the Customer or the third parties determined by these. With regard to obvious defects or other defects that would be identifiable in the case of an immediate inspection with due care, these shall be deemed authorised by the Principal or the Customer if Pipetronics GmbH & Co. KG does not receive written notification of defects within seven workdays following delivery. With regard to other defects, the delivery items shall be deemed authorised by the Principal or the Customer if Pipetronics GmbH & Co. KG does not receive the notification of defects within seven workdays following the time at which the defect was identified; if the defect was identifiable for the Principal or the Customer in the case of normal use at an earlier date, such an earlier date, however, shall be authoritative for the start of the period in which notification of defects is to be given. At the request of Pipetronics GmbH & Co. KG a delivery item for which notification of defects has been provided is to be returned carriage paid to Pipetronics GmbH & Co. KG. In the case of justified notification of defects, Pipetronics GmbH & Co. KG shall reimburse the cost of the most cost-effective shipping route; this does not apply provided the costs increase because the delivery item is at a location other than the location of the use as per agreement.

(3) In the case of material defects, Pipetronics GmbH & Co. KG undertakes, and is entitled, to initially provide subsequent improvement or replacement at its discretion within a reasonable period. In the event of failure, that is the impossibility, unacceptability, refusal or inappropriate delay of the subsequent improvement or replacement, the Principal or the Customer may withdraw from the contract or appropriately reduce the purchase price.

(4) If the defect is attributable to culpability on the part of Pipetronics GmbH & Co. KG, the Principal or the Customer may claim for damages under the certain preconditions set out in Section 8.

(5) In the case of defects in components of other manufacturers that Pipetronics GmbH & Co. KG cannot rectify due to license law or actual reasons, Pipetronics GmbH & Co. KG shall, at its discretion, assert its guarantee claims against the manufacturers and suppliers on the account of the Principal or the Customer or assign these to the Principal or the Customer. Guarantee claims against Pipetronics GmbH & Co. KG shall only apply in the case of such defects under the other preconditions and in accordance with these General Terms and Conditions of Business if asserting the above-mentioned claims against the manufacturer and suppliers is unsuccessful in court or, for example, has no prospects of success as a result of insolvency. The period of limitations of the affected guarantee claims of the Principal or the Customer against Pipetronics GmbH & Co. KG shall be suspended during the period of the legal dispute.

(6) The guarantee shall be inapplicable if the Principal or the Customer alters the delivery item or makes arrangements for third parties to alter it without approval by Pipetronics GmbH & Co. KG and rectifying the defect is impossible or is hampered to an unacceptable extent as a result of such alteration. In any case, the Principal or the Customer shall carry the additional cost of rectifying the defect caused by such an alteration.

(7) A delivery of used items agreed upon with the Principal or the Customer in an individual case shall apply by way of exclusion of any guarantee for material defects.

(8) Liability resulting from the violation of obligations set out in the Device and Product Safety Act is restricted to products that were put into circulation after 01.05.2004. Claims for damages that extend beyond this shall only apply to damage caused by way of intentional or gross negligent violation of obligations. Where permitted, liability is restricted to the product value.

**8. Violation of obligations**

(1) The liability on the part of Pipetronics GmbH & Co. KG for claims for damages, irrespective on whichever legal grounds these are based, in particular due to impossibility, default, inadequate or wrong delivery, breach of contract, violation of obligations in the case of contractual negotiations and unlawful acts, is restricted in accordance with Section 8 provided culpability is relevant in that respect.

(2) Pipetronics GmbH & Co. KG shall not be liable in the event or minor negligence on the part of its executive bodies, legal representatives, white-collar workers or other vicarious agents provided the matter does not involve the violation of key contractual obligations. Obligations that are key to the contract include the obligation to provide timely delivery and installation of the delivery item, the fact that it is free of faults that have more than just an insignificant detrimental effect on its functionality and suitability for use, as well as consulting, protection and care obligations that should enable the Principal or Customer to use the delivery item as per agreement or are aimed at protecting the life of and preventing danger to the personnel of the Principal or the Customer or protection of their property from considerable damage.

(3) Insofar as Pipetronics GmbH & Co. KG is liable for damages in accordance with Section 8 (2) on merit, such liability shall be limited to damage that Pipetronics GmbH & Co. KG had foreseen upon entering into the contract as a possible consequence of a breach of contract or which it should have foreseen in the case of applying customary care. In addition, indirect and consequential damage as a result of defects in the delivery item shall only be subject to compensation provided such damage is typically to be expected in the case of using the delivery item as per agreement.

(4) In the event of liability for minor negligence, the obligation to provide compensation on the part of Pipetronics GmbH & Co. KG and the resulting additional pecuniary damage shall be limited to an amount of EUR 10,000,000 for each case of damage (in line with the current amount covered of their product liability insurance or third party liability insurance), including if key contractual obligations are violated.

(5) The above liability exclusions and restrictions apply to the same extent in favour of the executive bodies, legal representatives, white-collar workers and other vicarious agents of Pipetronics GmbH & Co. KG.

(6) Insofar as Pipetronics GmbH & Co. KG provides technical information or renders consulting services, and such information or consulting are not part of the scope of services it is to provide as per agreement, such services shall be rendered gratuitously and by way of exclusion of any kind of liability.

(7) The restrictions of this Section 8 do not apply to the liability of Pipetronics GmbH & Co. KG regarding intentional acts, warranted characteristics, loss of life, physical injury or detrimental effects on health or liability in accordance with the Product Liability Act.

**9. Terms and conditions of payment**

(1) In the absence of agreements to the contrary, all invoices of the Company fall due for payment immediately and without deductions.

(2) Bills of exchange shall not be accepted while cheques shall only be accepted on account of performance and subject to crediting.

(3) If the Buyer defaults in payment, the entrepreneur shall be free to reject the further performance of the contract. If the payment claim is subject to a considerable risk, the entrepreneur shall be entitled to request advance payments or sufficient security. If the Buyer refuses to provide advance payment or security, the entrepreneur may withdraw from the contract and claim for damages.

(4) In the absence of a provision on the part of the Buyer to the contrary, incoming payments shall in each case repay the costs, then interest and lastly the principal claim, and in the case of several claims initially the respective oldest claim.

**10. Reservation of title**

(1) The goods supplied by Pipetronics GmbH & Co. KG to the Principal or the Customer shall remain the Seller's property up until payment in full of all secured claims. The goods, and the goods taking their place in accordance with the following provisions that are subject to the reservation of title are hereinafter referred to as the "Reserved Goods".

(2) The Principal or the Customer shall store the Reserved Goods gratuitously for Pipetronics GmbH & Co. KG.

(3) In the event of the resale of the Reserved Goods, the Principal or the Customer assigns at this point in time to Pipetronics GmbH & Co. KG as security the resulting claim against the Buyer – in the case of co-ownership on the part of Pipetronics GmbH & Co. KG in the Reserved goods on a pro rata basis in line with the co-ownership share. The same applies to other receivables that take the place of the Reserved Goods or otherwise arise regarding the Reserved Goods, such as insurance claims or claims from unlawful acts in the case of loss or destruction. Pipetronics GmbH & Co. KG authorises the Principal or the Customer, whereby such authorisation may be revoked, to collect the receivables assigned to Pipetronics GmbH & Co. KG in their own name. Pipetronics GmbH & Co. KG may only revoke this collection authorisation in the event of utilisation.

(4) If third parties intervene in the Reserved Goods, in particular by way of pledging, the Principal or the Customer shall refer to ownership on the part of Pipetronics GmbH & Co. KG and inform Pipetronics GmbH & Co. KG in that respect to enable it to assert its ownership rights. Insofar as the third party is not in a position to reimburse Pipetronics GmbH & Co. KG for the court or out-of-court costs that arise in this respect, the Principal or the Customer shall be liable to Pipetronics GmbH & Co. KG.

(5) Pipetronics GmbH & Co. KG shall release the Reserved Goods or the items that take their place or receivables provided the value of the secured claims is exceeded by more than 50%. Pipetronics GmbH & Co. KG is free to choose the items to be released in that respect.

(6) If Pipetronics GmbH & Co. KG withdraws from the contract in the case of conduct in breach of contract on the part of the Customer – in particular default in payment – (utilisation case), it shall be entitled to demand that the Reserved Goods be given back.

**11. Place of performance and place of jurisdiction**

(1) The entrepreneur's registered office is deemed the place of performance.

(2) Insofar as the Buyer is an entrepreneur, a legal person under public law or special public funds, the branch of the entrepreneur's registered office shall be deemed the place of jurisdiction.

**12. Final provisions**

(1) If the Principal or the Customer is a merchant, a legal person under public law or federal special funds or if it does not have a general place of jurisdiction in Germany, Röthenbach a.d. Pegnitz or the registered office of the Principal or the Customer shall be deemed the place of jurisdiction for all potential disputes resulting from the business relationship between Pipetronics GmbH & Co. KG and the Principal or the Customer at the discretion of Pipetronics GmbH & Co. KG. However, with regard to legal action brought against Pipetronics GmbH & Co. KG, in such cases Landau/Pfalz shall be deemed the exclusive place of jurisdiction. This provision does not affect mandatory provisions in respect of sole jurisdictions.

(2) The relations between Pipetronics GmbH & Co. KG and the Principal or the Customer are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 does not apply.

(3) Insofar as the contract or these General Terms and Conditions of Business contain omissions, to fill such omissions legally valid provisions shall be deemed agreed upon that the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Business had they been aware of the omission in the provisions.

**Note:**

The Principal or the Customer takes note of the fact that Pipetronics GmbH & Co. KG saves data from the contractual relationship in accordance with Section 28 of the German Federal Data Protection Act for the purpose of data processing, and reserves the right to forward the data, where necessary to execute the contract, to third parties (e.g. insurers).

**13. UN Sales Law**

The UN Sales Law on the sale of moveable items does not apply.

Rohrbach, 01.10.2016

Pipetronics GmbH & Co. KG

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