

Terms and Conditions of Purchase

1. Scope

These Terms and Conditions of Purchase shall exclusively apply to orders by robatherm. Any deviation from these Terms and Conditions of Purchase set forth hereinafter shall not be valid unless confirmed in writing by robatherm. These Terms and Conditions shall apply to all orders unless otherwise expressly agreed.

By accepting robatherm's order, and/or performing hereunder, the supplier agrees to comply fully with these Terms and Conditions of Purchase. Other conditions stated by supplier in acknowledging receipt of this order shall not affect robatherm's offer as represented by this order, regardless robatherm disagree exclusively or not. Any agreements to the contrary, made prior to or at conclusion of a contract must be set forth in writing.

In case of continued business relations, these Terms and Conditions of Purchase also apply to all future deliveries and services of the supplier, even though robatherm does not expressly refer to these Terms and Conditions of Purchase, provided they were issued in connection with an earlier contract executed for robatherm.

2. Order Confirmation

2.1 Orders must be confirmed immediately in writing by the supplier. If confirmation is not received by robatherm within eight days of dispatching the order, robatherm is no longer bound by the order.

2.2 If necessary, the supplier undertakes to enclose with this order confirmation drawings or any other technical documents for robatherm's information or approval.

2.3 robatherm is entitled to cancel or suspend the order, even if there is no delay, for example if robatherm's customer cancels or amends its order. robatherm shall pay the supplier the portion of the order price corresponding to the work performed on the ordered goods/services up to the time of suspension or cancellation. The supplier is then entitled to payment of its documented suspension or cancellation costs if the suspension or cancellation results from reasons for which robatherm is responsible. The supplier has no claim to compensation for damages.

3. Term of Delivery

3.1 The delivery period begins on the date of robatherm's order. Delivery dates and periods are binding without exception. Compliance with the delivery deadline or delivery period is determined on the basis of the receipt of the goods at robatherm's premises or the delivery address provided by robatherm.

3.2 As soon as the supplier determines that it will be unable to effect delivery or perform services on the agreed date in whole or in part, it shall notify robatherm immediately, stating the reasons and the expected duration of the delay, and request agreement on a new delivery date. The supplier will be liable in its entirety for the resultant loss and expense due to the delay without the need for being put in default by robatherm. In case of a failure to meet the agreed delivery deadline, robatherm moreover reserves the right to rescind the contract without notice or to place a substitute order at the supplier's expense.

3.3 In case of a delay in delivery, robatherm is entitled – without prejudice to its legal claim for damages – to claim from the supplier, for each calendar day from the beginning date of the delay, 0.1% of the value of the goods/services comprising the delayed order, up to a maximum of 5% of the total value of the order.

3.4 In case of labor disputes, operational disruptions, unrest, government measures or any other events or circumstances for which robatherm is not responsible that can influence the interest in the supplier's goods/services, robatherm is entitled to withdraw from the contract in whole or in part and to demand fulfillment of the contract at a later date. Under these circumstances, no claims can be asserted against robatherm.

4. Delivery and Prices

4.1 All prices are fixed prices and include all expenses needed for the deliveries and services to be performed by the supplier.

4.2 All deliveries are made DDP (Incoterms 2010) to the delivery address specified in robatherm's order, including unloading at the expense of the supplier. In case of the delivery of the goods the goods shall remain at the sole risk of the supplier until they are physically delivered at robatherm, and the receipt is acknowledged by a robatherm authorized person. In case delivery with assembly is agreed, risk is transferred at the earliest after trouble-free initial operation and technical acceptance by robatherm or robatherm's client.

5. Payment

5.1 Payment shall be effected at robatherm's option either within 14 days less a 3 % cash discount or within 30 days net. Payments do not affect warranty claims and the applicable periods.

5.2 Payment periods are calculated with effect from the date of receipt of the invoice, but do not begin before full and proper receipt of the goods or, in case of services, before their technical acceptance. In case documents such as drawings, certificates etc. are part of the scope of supply and services, payment will not be made before those documents are provided to robatherm as agreed in the contract.

5.3 In case of delayed payment due to incomplete or incorrect invoice information, robatherm is nevertheless entitled to deduct the cash discount.

5.4 Any payment is made subject to a review of the invoice. In case defects are discovered during the technical acceptance, robatherm is entitled to withhold a reasonable portion of the invoiced amount until these defects are remedied.

6. Shipping

6.1 The goods shall be dispatched using the cheapest and fastest possible means.

6.2 Regarding each consignment, a delivery note including order no., commercial details and order's date must be added. Other necessary documents such as B/L, carriage documents and so forth have to include also the above mentioned details and agree with the information from the delivery note. The supplier shall assume liability for any damages incurred by robatherm as a result of non-compliance with the above provisions.

6.3 Additional expenses for partial shipments not arranged in advance with robatherm shall be borne by the supplier. Costs of cartage will not be accepted by robatherm or will be debited.

7. Issuing Invoices

7.1 The invoice shall be issued with the order numbers.

7.2 If the order numbers are not clearly shown on the invoice, it will be returned to the supplier and deemed unopened.

7.3 Invoices referring to partial deliveries or partial performance of services not arranged in advance with robatherm will be accepted only after full delivery of the order or agreed services.

7.4 Each order has to be invoiced separately.

8. Warranty

8.1 The limitation period for warranty claims, notwithstanding the other statutory claims, for all supplies of goods/services shall be 36 months from the date of technical acceptance free from defects. If parts of the goods/services are found to be or become defective, whether as a result of faulty design, materials, workmanship, assembly or construction, compliant, the supplier is liable, at its own expense, for taking the necessary action so that the defective

goods/services are in a faultless condition at the place of installation. The ascertainment of any defects results in suspension of the warranty period. After the supplier has met its obligations for subsequent delivery and/or performance, the warranty period shall begin again for the relevant parts of the goods/services. The supplier is also liable for ensuring that the goods/services delivered meet the latest standards of knowledge and technology, the relevant legal provisions and all regulations, standards and guidelines from public authorities, trade associations and professional bodies as amended from time to time (e.g. EU Machinery Directive, VDI/VDE, TÜV, EUROVENT, etc.). If the object of the contract does not meet these requirements, the supplier shall notify robatherm in each individual case, specifying reasons, prior to beginning to dispatch the goods. In this case, robatherm is entitled to reject the goods/services, also after receipt, within 10 working days of receiving such notification, and assert warranty claims as provided for under the law.

8.2 In case of concerns on the part of the supplier regarding the form of implementation requested by robatherm, the supplier shall notify robatherm without delay in writing.

8.3 robatherm's warranty claims vis-à-vis the supplier are based on the provisions of §§ 434 et. seq. and 633 et. seq. BGB (German Civil Code).

8.4 In case of third-party claims asserted against robatherm due to defects in the goods/services provided by the supplier, robatherm is entitled to assert corresponding claims against the supplier.

8.5 In urgent cases or in the event that the supplier fails to meet its obligations in full or in time, robatherm may itself order replacement goods/services or remedy the defects or damage, or arrange for third parties to place such orders or take remedial action. Any costs incurred by robatherm in this connection shall be borne by the supplier.

8.6 robatherm reserves the right to assert claims for damages against the supplier, also with respect to consequential damages, caused by any defect in the goods/services to the extent provided for under the law.

8.7 If the supplier fails to meet its obligations to remedy the defects in spite of an adequate deadline, robatherm may demand damages for non-performance, may return the goods/services in exchange for reimbursement of the purchase price from the supplier along with expenses incurred, or, at its own discretion, may demand appropriate compensation for reduction in value or the delivery of replacement goods/services.

8.8 If the supplier is assigned to assemble the goods on the construction site on its own responsibility, it shall be liable for any theft or any other losses of the goods being assembled or of the required tools.

8.9 In the event that the supplier becomes unable to fulfill the agreed warranty during the warranty period, robatherm is entitled to retain a reasonable portion of the outstanding payment as security until the end of the warranty period.

9. Right of Withdrawal

9.1 robatherm is entitled to withdraw from the contract if the supplier is unable to effect delivery of the goods/services in whole or in part on the agreed date. If deliveries of goods/services can be made only in part, robatherm is entitled, at its own discretion, to exercise its right to withdraw from the contract or to reduce the price.

9.2 robatherm may also withdraw if the supplier fails to meet the original delivery deadline and also fails to meet the extended deadline granted robatherm, and robatherm has expressly declared that the goods/services will not be accepted after the expiry of the extension.

9.3 In case of withdrawal, the supplier shall compensate robatherm for costs incurred due to failure to deliver goods/services in time or with the agreed quality. This applies, for example, to additional costs resulting from the procurement of replacement goods and/or services from a third party at higher prices, additional own costs due to overtime and night shift premiums, express shipments and contractual penalties, etc., payable by robatherm to the customer and resulting from the supplier's defective and/or delayed delivery.

10. Reservation of Proprietary Rights

Any reservation of proprietary rights by the supplier is not accepted by robatherm. The supplier confirms that there is no reservation of proprietary rights of the supplied goods. The title to the object of sale is transferred irrevocably to robatherm after reception of the goods.

11. Industrial Property Rights

11.1 The supplier undertakes to forward drawings, calculations and other technical information in connection with the contract to robatherm in the requested quantities before execution of the order and to transfer ownership of them to robatherm free of charge. This is without prejudice to the intellectual property rights to such materials. robatherm or third parties acting on its behalf are permitted to use them free of charge for repair, changes or manufacturing of spare parts.

11.2 All drawings or other technical details made accessible by robatherm to the supplier remain robatherm's exclusive property. Such information may not make accessible to third parties or used for other purposes. After handling the query or order, the supplier shall return all information originating from robatherm (including any copies or recordings made, if applicable) to robatherm immediately and completely without being asked to do so. robatherm also retains all rights to drawings made on the basis of information provided by it.

12. Confidentiality

12.1 The supplier undertakes to treat as confidential all information pertaining to the cooperation unless such information is public knowledge, legally acquired from third parties or developed by third parties independently, and to use such information exclusively for purposes of the order. The protected information includes in particular technical data, prices and information on products and product developments and all data on the company.

12.2 The supplier is also obliged to treat as confidential all drawings, calculations or other documents received and to make them available to third parties only with robatherm's written consent unless the information contained therein is public knowledge.

12.3 The supplier may refer to the business relationship with robatherm for advertising purposes only with robatherm's written consent.

13. Assignment of Claim

The supplier may not assign claims stemming from this contract to third parties in whole or in part without robatherm's prior written consent.

14. Separability

If one or more provisions of these terms and conditions and/or the contract should be or become ineffective, this will not affect the validity of the remaining terms and conditions.

15. Place of Performance / Place of Jurisdiction

The place of performance and payment is robatherm in Burgau, Germany.

At robatherm's discretion Günzburg, Memmingen, or Augsburg, Germany, shall be the place of jurisdiction for all disputes arising from and in connection with this agreement and the individual sales contracts.

16. Applicable Law

The legal relations between the parties shall be governed exclusively by German law, without giving effect to the principles of conflict of laws or to the UN Convention on the International Sale of Goods (CISG).