

I. General

1.

Adams Armaturen Service GmbH is hereinafter referred to as Adams Armaturen Service GmbH or „us“.

Your company is hereinafter referred to as Customer or “you”.

Any contractual agreement on Services and / or Stock Valves as defined hereunder requires a written offer of Adams Armaturen Service GmbH (whether by Adams Armaturen Service GmbH directly or, if indicated in the written offer accordingly, by Adams Armaturen Service GmbH as agent for affiliated companies as specified in the written offer), as well as the resulting written acceptance thereof by the Customer.

Any said offer remains subject to change without notice until receipt of Customers written acceptance by us.

If not defined otherwise hereinafter these General Standard Terms & Conditions such always apply in their respective current version to all current and future orders of domestic and international Customers. Subsidiary agreements and subsequent amendments are binding only upon our written confirmation by us.

Acceptance of our or our affiliated companies deliveries and services shall be deemed as acceptance of our General Standard Terms and Conditions.

2.

Any purchasing conditions of the Customer and any other deviating conditions shall only be binding if and as far as explicitly accepted in writing by us, and those shall be valid for these General Terms and Conditions only. In all other cases of collisions between Customer's General Terms and Conditions and these General Terms these General Terms and Conditions shall always prevail.

3.

Agreements of the Customer with traveling sales-employees, representatives and agents are binding for us only after our written confirmation has been issued. Our representatives and traveling sales-employees are only permitted to accept cash and checks after having presented written authority to collect such forms of payment.

4.

The Customer authorizes Adams Armaturen Service GmbH to generate, process and exchange customer data which is associated with the business relationship as in accordance to applicable German Laws. In order to allow requests to be processed, the Customer entitles Adams Armaturen Service GmbH to transfer such data to affiliated companies of Adams Armaturen Service GmbH subject to them being bound to similar data protection obligations.

II. Offers and Conclusion of Contracts

1.

Unless otherwise agreed our offers can always be subject to change (without notice), insofar as we do not expressly designate them as being binding within the provision of any written offer.

2.

The contract for delivery is only sealed upon issue of our written order confirmation, or, if such is not issued; by issue of an invoice, by completion of the delivery or provision of the service. Customer acknowledges and agrees that, through the means of Adams Armaturen Service GmbH, certain parts of services and/or sales may be executed by affiliated companies of Adams Armaturen Service GmbH.

3.

All information, drawings, illustrations and technical specifications, etc., contained in catalogs, price lists or documentation association with the offer are approximations customary for the industry, unless they are expressly designated as binding in the order confirmation.

III. Prices

1.

All prices are generally to be understood as net prices, excluding value added tax. The value added tax applicable at the time of delivery shall be billed separately.

2.

At intra-Community supply of goods to another EU member state excluding Germany, we will charge no value added tax if a valid value-added tax identification number of the Customer is made available. In such a case, the Customer is obligated to confirm, within a month, and by using our predefined form, that the goods arrived in the intra-Community territory (Entry Certificate). In self-collection cases, in addition the Customer is obliged to transfer all payments to us via a proprietary company account at Customers sole cost and expense including banking fees.

If individual prerequisites do not exist, we are retroactively entitled to charge value-added tax at the respectively applied value added tax rate. In case there is retroactively a tax-liability for other reasons of the intra-Community supply according to German sales tax law, we reserve the right to charge the respective German value-added tax retroactively. The Customer is obliged to settle any amounts due in respect of local standard taxation of intra-Community purchasing in other EU member states.

3. If reverse-charge mechanism is applicable, the VAT obligations are shifted to the recipient of the service/supply.

4.

All prices are applied ex-works and do not include packaging, freight, postage and protection from inflationary factors.

5.

If nothing to the contrary has been expressly agreed in writing, then prices, in Euro at the time of respective delivery, apply to all orders based on our current and valid offers, catalogs, brochures and price lists.

6.

Any discounts granted shall be withdrawn in the event of judicial or extrajudicial composition proceedings, bankruptcy or default of payment and / or in the event of judicial collection procedures. The same legal consequences occur on the 1st day after due date stated on the invoice.

7.

For reasons of financial viability, orders with an invoice totaling less than € 50.-- cannot be filled.

IV. Delivery Periods

1.

We strive to comply with delivery periods and delivery dates stated by us. Due to no express guarantee, stated delivery dates shall serve as a guideline, thus, they only have the function of providing the customer with a rough estimate of the delivery date.

2.

If, in exceptional circumstances, written delivery periods and delivery date have been agreed as binding, then these are only valid, if at the time of such written promise all commercial and engineering details have been finally clarified and settled.

3.

The delivery period and delivery date shall be deemed as complied with, if the delivery item has left the works by its expiry, or notification of readiness for shipment has been provided.

4.

An Act of God entitles us to a reasonable extension of the period or, by our choice, to completely or partially revoke the contract, without causing claim for damages against us by the customer. Deemed as an Act of God shall be especially obstructions by official or governmental agencies, operating issues, faulty casts or other causes for quality rejection, strikes, lockouts, other such labor disputes, as well as late delivery of accessory parts, raw materials and supplies for reasons not within our control.

5.

We are not obliged to comply with delivery periods in the event the Customer does not fulfill his contractual obligations to us in due time. If the Customer does not comply with his contractual obligations to cooperate, then the delivery period shall be extended by a reasonable period of time.

V. Payment Conditions

1.

All payments must be made without any deductions or set-off within 14 days after invoice date to us or our disbursing agent without charges, costs or without any deduction fees.

2.

Bills and checks are accepted only by way of provisional performance. Bills only upon prior agreement and on condition of eligibility for discount. Discount fees are calculated from the due date of the invoice amount. Warranty for correct presentation of the bill and noting of the bill is excluded.

3.

In the case of orders with an invoice with a total amount exceeding the amount of € 75,000.-- net, we are entitled to request advance payments into our account to allow us to proceed with fulfilling the order.

4.

In the event of late payment, we may

4.1

charge interest at a rate of 3 % above the respective discount rate of Deutsche Bundesbank without the issue of a dunning notice and proof of damages; assertion of further damages as well as the rights derived from § 326 BGB are reserved. The Customer has the right to prove that no damages were incurred or that the damages were substantially lower than the compensation claimed;

4.2

retain the right to immediately assert all claims against the Customer from the due transaction or other transactions, even if not due;

4.3

retain our deliveries or withhold service provision under this or other orders until complete fulfillment of all of unsettled claims from the due transaction or other orders of the Customer;

4.4

request reasonable provision of collateral;

4.5

request return of goods delivered or provided to the customer by us.

5.

If, after sealing the contract, we gain knowledge or facts of the substantial deterioration of the financial abilities of the Customer, which as per obligatory commercial discretion are likely to endanger our claim for valuable consideration – this especially including application for opening of composition or bankruptcy proceedings or execution of enforcement measures against the other contract party - then we may, until the time of performance, request provision of suitable collateral within a reasonable period or

performance by valuable consideration. If the Customer does not comply with our justified request or does not comply within a reasonable or predefined time, then we reserve the right to revoke the contract and / or claim damages for non-fulfillment of obligations. In this situation, we reserve the right to claim all amounts due, immediately and without prior notification– including amounts, for which indulgence has been granted.

6.

Assertion of rights of retention or set-off as well as the defence of non-performance or faulty performance is excluded, unless the counter-claim is uncontested or determined as final and conclusive. Insofar, the Customer is free to separately assert their rights.

VI. Dispatch and Passage of Risk

1.
Dispatch of our goods and the transfer of perils is effected ex works, if no explicit deviating agreement in writing has been made.
2.
Selection of transportation routes and means of transportation, in the absence of such instructions from the Customer, shall be taken by us at the cost and expense of the Customer, according to our best judgment without any obligation to select the cheapest and quickest transportation to ensure arrival in due time.
3.
Risk shall transfer to the Customer the moment the shipment leaves our works or has been made available to the Customer by prior notification of readiness for dispatch. In all cases, dispatch shall be completed at the cost and risk of the Customer.
4.
We are not obliged to close insurance against damages of any kind. If we close insurance under our best judgment or upon express request of the customer, then the customer bears all fees for this provision.

VII. Industrial Property Rights

1.
We reserve any and all property rights and copyrights in illustrations, drawings, models, plans, software, samples and other documentation. Without our prior approval, they may be neither duplicated nor made accessible to third parties, and upon request, or in case of non-award of the order, they must be immediately returned to us. The Customer is obliged to pay compensation for loss suffered to us or any entitled third party. The levels of damages and / or compensation shall be set by a competent court.
2.
If industrial property rights of third parties are violated when manufacturing the goods as per drawings, models, samples or other information from the Customer, then the Customer will indemnify us and the third party upon first written notice including cost of defence.
3.
If we are not awarded the order, then we are authorized to request reasonable reimbursement for models, drawings, plans and similar documentation prepared by us.

VIII. Reservation of Title

1.
All goods delivered remain our property until complete payment of the purchasing price including all incidental claims. In the event of our acceptance of bills or checks, payment is deemed made only upon their final redemption. Incidental claims specifically include

expenses for packaging, freight, insurance, bank charges, dunning charges, legal, judicial and other cost.

2.

In the event of unsettled accounts, reservation of title is deemed as collateral for our balance claim. Goods already paid for remain in our ownership, for as long as we have any claims against the Customer.

3.

The Customer will take goods under reservation of title into customary commercial custody for us. The Customer shall remain obliged to separately store and label goods in our ownership. The customer is liable for loss of such goods, for their accidental loss and for any damage; The Customer shall ensure the goods are secured at their cost in our favor and against all risks, especially against risk of fire, water-damage and explosions. Insurance claims are hereby assigned to us in advance. We must be immediately notified about any damage incurred.

4.

Any handling and processing of goods under reservation of title by the Customer or a third party ordered by him shall always be performed in accordance to our General Standard Terms and Conditions. We are deemed manufacturer as in accordance to § 950 BGB and we shall acquire title to the intermediate products and finished goods. The respective Customer and/ or possessor is only custodian of the goods for us. They are obliged to close agreements to the same legal effect with their customer, when passing on the goods, which ensure, that despite the repeated passing on of the goods, we remain owner of the said goods. If the goods are in possession of a third party, then the Customer shall assign any claims directed against this third party, especially all claims for possession, to us already at this time. We are authorized to view stock or have it viewed, remove any goods within the possession of the Customer or have them removed, and for this purpose, we retain the right to enter premises of the final buyer or possessor.

5.

Liabilities and claims for damages shall not be accrue to us from the handling or processing of goods. The goods handled or processed serve as our collateral, and in any case in the amount of the price of the goods under reservation of title billed to the Customer. If the goods under reservation of title are processed with other goods not in our property, then we are entitled to co-ownership of the additional goods to the level of the value of the goods under reservation of title to the additional goods at the time of processing. The new goods are deemed goods under reservation of title in the sense of these conditions and is subject to the same regulations.

6.

The Customer may dispose of the goods under reservation of title within the ordinary course of business. He is prohibited from pledging, transfer of ownership by way of security, etc. We shall be immediately notified of any levies of execution and other impairments of the goods under reservation of title by third parties. Intervention expenses shall, in all cases, be borne by the Customer. The Customer is prohibited, without our prior written approval, to interconnect the delivery item with a property in such a manner, that it becomes an integral part of a secondary item. If the item subject to our reservation

of title becomes an integral part of a property, then we reserve the right to claim provision of other collateral subject to our choice.

7.

If the Customer utilizes the goods under reservation of title – irrelevant of their state - for instance by sale or processing, then the Customer shall assign the right to all claims to us until full settlement of all of our claims from the business relationship with them including all claims arising from utilization against their contracted parties up to the amount of all of our claims including all incidental rights. The claims assigned serve to secure all claims due to us from the Customer from the business relationship to the Customer, at a minimum to the amount of the price billed for respective utilized goods with reserved title. If the goods subject to reservation of title are utilized together with other goods not in our property - no matter in which condition - then assignment of claims of the customer shall be deemed only to apply for the amount billed to the customer for the privileged goods. The same applies to such claims which may be accrued to the Customer with respect to third parties due to damage or destruction of the privileged goods, as well as to all claims occurred due to the Customer processes the goods alone and /or together with other goods in such a manner, that title to the resulting product by virtue of the law passes to a third party. The Customer is authorized to the collection of the claim irrespective of the aforementioned assignment until our revocation in writing. Our authorization to collect remains unaffected by the authorization of the Customer to collect. We will not collect the claims until the Customer properly fulfills their payment obligations. Upon our request, the Customer must notify the debtors of assignment of the claims. You grant us the right of notifying these about assignments. The Customer must furthermore provide us with all information and handover all documentation required for assertion of such claims against any debtors.

8.

Reservation of title as per the regulations above remains in force when individual claims are included in unsettled accounts and a balance is drawn and acknowledged. Title automatically passes to the Customer upon discharge of our claims against the customer. Furthermore, the claims assigned revert to them. We shall be obliged to release collateral due to us under these regulations to the level – set to our choice - if its value exceeds the claims to be secured by more than 20 %. With the exception of deliveries in true open accounts transactions, this only applies to such deliveries or substitutes fully paid.

9.

Authorization of the customer to dispose, interconnect, mix, blend, further to collect assigned claims shall lapse in the event of non-compliance with the payment conditions, in the event of unauthorized disposal, in the event of disagreement of a bill or check, furthermore if composition or bankruptcy proceedings are or are due to be applied for. In these aforementioned events, we are authorized to take possession of the privileged goods without setting a grace period or prior declaration of repudiation, for this purpose to enter the property of the customer, request pertinent information as well as to inspect their accounts to secure our rights. Repudiation of the contract is effected by the return of the privileged goods only if we have expressly declare this.

IX. Technical Consultation, Use and Processing

1.
Technical consultation with the Customer for application suitability – either verbally, in writing and / or by testing – shall be completed to the best of our knowledge, but shall be deemed to be a non-binding consultation, especially with respect to any industrial property rights of third parties. It neither releases the Customer from their obligation to test the delivered goods for suitability for the intended procedures and processes nor from fit for purpose testing.
2.
Application, utilization and / or processing of the delivered goods is performed outside of our monitoring capabilities and therefore shall remain exclusively within the obligations and responsibility of the Customer.

X. Warranty

1.
The Customer must inspect the goods and immediately, but at the latest within 7 days of receipt at the place of completion of delivery, claim any detectable defects in writing. concealed defects must be claimed immediately after their detection, but by latest 12 months upon passing of risk to Customer. This applies to incorrect deliveries. If the defects become evident during processing, then processing must immediately be ceased and we must be immediately notified in writing. Precisely one year after delivery, assertion of warranty claims shall be excluded and shall be deemed as expired.
2.
If the Customer does not provide us with the opportunity of appraising the defect claimed and/or if they perform any modifications to the goods claimed on without our prior written approval, then any warranty claims shall be deemed non-void.
3.
In case of proven defects, by our choice, the defect is remedied free of charge or free replacement is provided against return of the goods objected to, or corresponding credit is made for the value of the goods. If we unjustified decline remedy of defects or replacement delivery, if we are in default or if the try to remedy the defect fails, then the customer may set a reasonable grace period for us, and after setting and fruitless expiry, by his own choice exclusively request redhibition or diminution. Further warranty claims, especially claims for damages, are excluded, insofar as they are not based on intent or gross negligence of our bodies and/or executive employees or are subject-matter of a warranted quality.
4.
Properties of the delivery goods shall be deemed warranted only insofar as we have expressly declared any forms of warranty in writing. In the event of missing warranted qualities, we are also liable only as per items 1. through 3. above, insofar as there is no compulsory statutory additional liability.

5.

The above warranty regulations apply accordingly to replacement deliveries.

6.

Our liability for defects is excluded:

6.1

in the event of unsuitable or improper use, arbitrary opening and/or disassembly, faulty assembly or commissioning by the Customer or third parties, natural wear, faulty or negligent handling, excessive load, unsuitable operating supplies, replacement materials, faulty construction work, unsuitable building foundations, unless the defects are subject to our fault;

6.2

if the Customer does not allow us the time required and/or provide us with the opportunity for repairs or replacement deliveries required by our equitable discretion.

7.

a) Further claims than those stated in item 3., especially from faulty contractual performance, as well as for reimbursement of consequential damages or other claims for damages of any kind, with the exception of missing of warranted qualities, are - insofar as permitted by law - excluded.

b) We especially do not assume liability for the suitability of the goods delivered for the purposes envisioned by the customer, and not for damage, which may be incurred by processing of the goods.

8.

We may decline fulfillment of warranty claims, in the event the customer has not fulfilled his contractual obligations under other orders or part of their obligations under this order, in relation to the value of the delivery goods under consideration of justified warranty claims.

XI. Impossibility, Default and Other Liability

1.

The Customer may only revoke the contract

1.1

if the complete delivery or performance becomes finally impossible for us before passage of risk.

1.2

if we are in default of delivery, in the event of expressly guaranteed delivery periods, and despite the setting of a reasonable grace period by the Customer, with their express prior written declaration, that upon expiry of this period, they shall decline acceptance of delivery or provision of services, we are responsible for not compliance with the grace period.

2.

If the impossibility or the delay of delivery or performance occurs during default for acceptance or by fault of the Customer, then they remain obliged to appropriate counter-action.

3.

Excluded are all further Customer claims, especially in respect to statutory or contractual claims for compensation for damage of any kind, especially consequential damages, also for violation of accessory contractual obligations, unless our agents or executive employees have intentionally violated their obligations and / or were grossly negligent.

4.

In the event the Customer does not accept the goods ordered within 2 weeks after the readiness for dispatch notification (default of acceptance), then the following applies:

4.1

After setting a reasonable grace period with the indication that fulfillment of the contract is declined after expiry of the period, they are obliged, without specific proof of loss or damages, to pay to us 20 % of the gross delivery value plus value added tax in compensation for lost profit, incurred expenses and agent's commission. This claim is due without dunning notice upon expiry of the grace period set by us, and entitles interest from this date as per item V. 3.1. The right to assert further claims for loss or damages is not excluded by this. The Customer has the right to prove that we have not incurred loss or damages or that it is substantially lower than the claimed amount.

4.2

If fulfillment of the contract shall dually occur, then we are entitled to assert any losses damages incurred to us due to the delay (for instance stoppage time, Adams Armaturen Service GmbH, Baukauer Str. 55, 44653 Herne, warehousing cost, etc.). We are entitled to charge at least 0.5 % of the invoice amount for each month of storage in our storage facilities. The right to assert further claims for loss or damages is not excluded by this. The customer has the right to prove that we have not incurred losses or damages or that it is substantially lower than the amount claimed.

XII. Miscellaneous Regulations

1.

Place of fulfillment for the complete content of the contract is Baukauer Str. 55, 44653 Herne.

2.

Exclusive place of jurisdiction for all disputes arising from the contractual relationship is Bochum. This also applies to claims asserted by judicial default action. We reserve the right to bring action against the Customer before the court of competent jurisdiction in their residence/domicile.

3.

The laws of the Federal Republic of Germany apply, under exclusion of the UN law on international sale of movable objects and the UN law on closing of international contracts

of sale for movable objects. This even applies if the Customer has their domicile abroad and/or if this concerns an export transaction.

4.

In supplement, for interpretation of the contract, the so-called INCOTERMS, published by the International Chamber of Commerce in Paris in their respective current and valid version shall apply.

5.

Should individual clauses of these terms and conditions be deemed invalid in whole or in part at any moment during the term this shall have no effect on the validity of the other clauses or the other parts of such clauses. Deemed agreed in place of the invalid regulation is a valid one coming as close as possible to the economic purpose.

Version:

January, 2017