

**HPE GmbH
Tamponiertechnik
Staeffelesweg 5, 74670 Ingelfingen, Germany**

General Terms and Conditions

These conditions form the exclusive basis of all our offers and services. They are considered as being accepted when placing an order respectively accepting the delivery. Any other conditions differing from the General Terms and Conditions are not valid, unless this is accepted by us in writing on a case to case basis.

**§ 1
Contract Conclusion**

1. Our offers remain subject to alteration without notice and are not binding
2. Drawings, pictures, measurements or any other service information are only binding if expressly agreed in writing. Deviations of deliveries and services in regard to measurements, weight, strength and quality and any other nature are permissible within market standard tolerances. Our product information is merely a description and is not to be understood as an assurance of specific attributes.

**§ 2
Prices**

Unless otherwise stated, HPE GmbH is bound to adhere to the offer prices up to 30 days after the date the offer is given. Otherwise the prices given in the order confirmation plus the legal VAT are applicable.

**§ 3
Delivery and Service Times**

1. Delivery Dates or deadlines, which can be agreed as binding or non-binding, need to be in written form
 2. HPE is entitled to delay delivery dates or withdraw from the contract if HPE is prevented from fulfilling its contractual obligations due to reasons beyond its control. This is especially applicable in cases of delivery disruptions by suppliers, material shortages, actions of authorities as well as in all cases of Force Majeure.
- To the exclusion of any further claims the contract partner is entitled in these cases to withdraw from the contract if HPE did not adhere to a reasonable extension of time set by HPE.

**§ 4
Warranty and Liability**

1. In the sale of its products HPE grants the warranty that the products adhere to the specifications of the manufacturer, but there is no guarantee that the products ordered are suitable for the usage selected by the customer.
The customer has to report any defects immediately in writing, the latest within one week of receipt of the delivered goods. Any defects which cannot be detected after careful examination within this timeframe, have to be reported to the Seller immediately after discovery in writing.

2. In cases where HPE carries out ECMe-coatings, these must be checked and approved after the process. The approval is given by signing off the service technician's report. Any defects which cannot be detected immediately after careful examination, have to be reported to HPE immediately after discovery in writing.

If instructions given by HPE regarding operation and maintenance are not adhered to, if alterations are carried out on the products, if parts are changed or consumable materials used which don't match the original specifications, any warranty is excluded, if the Purchaser cannot refute the proven assumption that only one of the aforementioned circumstances caused the defect.

3. If HPE is liable for any defect, HPE is obliged to rectify the defect. In this case HPE can demand according to its own choice and to its account that

- a) The defective part or product will be sent to HPE for repair and subsequently returned to the customer
- b) The customer holds the defective part or product ready and a service technician of HPE will be sent to the customer to carry out the repair

If the customer demands that any work under warranty should be carried out at a location specified by the customer, HPE can agree to this request. Any parts under warranty will not be invoiced, whereas labour and travelling expenses based on HPE's standard rates have to be paid.

4. Liability for normal wear and tear is excluded
5. Any claims under warranty can only be made by the immediate customer and cannot be transferred
6. The aforementioned paragraphs contain all warranty clauses for products and services of HPE and any other warranty claims of any kind are excluded. This does not apply to claims for damages arising out of guarantee of certain attributes

**§ 5
Payment**

The customer comes in default if he does not pay any due invoices within 30 days of receipt of an invoice or similar request for payment. HPE reserves the right to declare the default at an earlier date by sending out a payment reminder after the due date.

**§ 6
Confidentiality**

Unless otherwise agreed in writing, any information given by HPE during ordering, is not considered confidential.

**§ 7
Limitation of Liability**

Claims for damages arising out of positive breach of contract and out of unlawful acts are not permitted against either HPE or its auxiliary persons or assistants, unless the actions were deliberate or grossly negligent. This also applies to claims for damages arising out of non-performance, but only to the extent that the rectification of indirect or consequential damages is requested, unless the liability is based on a guarantee, which shall safeguard the customer against the risk of such damages. Any liability is limited to damages foreseeable at contract conclusion.

In any case any liability of HPE based on the product liability law and other liabilities arising out of manufacturer's liability remain untouched.

**§ 8
Applicable Law, Legal Domicile, Partial Voidness**

For those Terms and Conditions and all privity of contract between HPE and the customer, the law of the Federal Republic of Germany applies. If the customer is a merchant who has been entered as such in the commercial register according to the General Code of Commercial Law, is a legal person of public law or a public separate estate, Ingelfingen is exclusive legal domicile for all direct or indirect disputes arising out of the contractual relationship.

**§ 9
Invalid Clauses**

If a clause in the Terms and Conditions or any clause within other agreements is or will become invalid, the validity of all other clauses or agreements stays untouched.