

Our delivery- and payment conditions are valid for all offers, orders, business transactions as well as for other agreements. Our delivery and payment conditions have been accepted at least with the acceptance of the delivered materials and services. Purchasing conditions of the buyer will be not obligatory for us, also not, if we will not contradict expressly. Variations, beside-agreements as well as verbal, telephone, electronic (i.e. e-mail) or agreements made by sales collaborators respectively agents, have to be generally confirmed by us in written.

1. Prices

- 1.1. Inside of Germany our prices are ex works, free building site or material storage place, additionally of the legal valid value added tax. In case of a total net value of goods per delivery below 7.500,00 € concerning rigid pipe systems and below 2.500,00 € concerning flexible pipe systems, following transportation rates will be charged:
 - Rigid pipe systems : Package price 250,- €
 - Flexible pipe systems : Package price 250,- €
- 1.2. Outside of Germany our prices are generally valid additional of the transportation expenses as well as of the occurring custom fees, as mentioned in the offer. Express deliveries will be generally paid by the buyer. The offers are binding in all respects, in case that no other agreements have been closed in written.
- 1.3. Free returned deliveries of original **isoplus** materials in correct and cleaned condition will be credited with 70%. Exempted are couplers, which are credited with 50% of the value of the goods. For returns containing pipe bars, we charge a transportation rate of 250,00 €. Returns without pipe bars will be charged with 150,00 € transportation rates.
- 1.4. The return of rest-pieces and special pipes, -components and -accessories remains excluded. In case of any returns of special parts without information, the occurring expenses for transportation, recycling, waste disposal and garbage fees will be invoiced to the causing party.
- 1.5. We would like to point out that a discharge time of two hours is included. Thereafter, 35,00 € will be charged per started hour. Trenching after the two inclusive hours costs 42,50 € per commenced hour.

2. Return of material

The following materials are definitely excluded from return:

- 2.1. Dependence on the alarm system
 - 2.1.1. Nordic system
 - Single pipe, Elbows in insulation class 2, dimension > DN 250 insulation class 1 and > DN 400 in standard insulation
 - Double pipe, Double pipe elbows in insulation class 1 and 2
 - 2.1.2. NiCr system
 - Single pipe, Elbows in insulation class 1 and 2, dimension > DN 400 in standard insulation
 - Double pipe, Double pipe elbows in insulation class 1 and 2
 - 2.1.3. Brandes system
 - Single pipe, Elbows in insulation class 1 and 2, dimension > DN 400 in standard insulation
 - Double pipe, Double pipe elbows in insulation class 1 and 2
 - 2.1.4. HDW-/Isotronic-/Wirem system
 - generally excluded from return
- 2.2. The following materials are generally excluded from return:
 - all other single pipe and double pipe fittings, independent of the alarm system like branches, fixed points, special degree elbows, bowed pipe etc.
 - all articles with special medium pipes like stainless steel, copper, HDPE, PP etc.
 - all articles with special jacket pipes like Spirofalz
 - all articles without alarm system or with multi alarm system
 - all shut-off valves and equipment
 - all flexible pipe systems (isoflex, isowell, isocu, isoclima, isopex) and equipment
 - Foam
 - seamless pipe
 - couplers, older than one year or with damaged protective foil
 - HDPE-assembling elbows
 - Coupler pipes

3. Delivery times

- 3.1. All information concerning delivery times are generally approximate, providing that no binding agreements will have been closed in written. Compensation claims because of delayed deliveries will be generally excluded. Penalties for delayed deliveries will be generally rejected. The delivery time will start from the day of our order confirmation, however not before clarification of all execution periods and -details.
- 3.2. Circumstances outside of our influence, i.e. war, local regulations, transportation difficulties, strike, production interference, lack of raw material or essential alterations of value proportions, independent whether this will occur at us or at our suppliers, will enable us to delay of delivery or to resign from order partly or totally.
- 3.3. Compensation against us cannot be claimed due to this. In case where we will have the right to resign, the purchaser may request us to explain whether we will resign or whether we will deliver within an appropriate period of time. The purchaser may resign from order in case that we will not answer. Partial deliveries are admissible. Materials announced as ready for dispatch will be stored at us or third parties to the risk and on account of the purchaser.

4. Dispatch

- 4.1. The goods are delivered according to the conditions, as soon as the material has been taken over by the forwarder or carrier, however at least when it has left the production plant or stock. The transportation risk will be taken by the purchaser, also in case of delivery free to destination. Transportation route and kind of transportation will be at our choice and excluding of any liability. Transport insurance will be only closed in case of the purchasers request and on his account. This request has to be mentioned clearly on the order. Complaints have to be indicated immediately.
- 4.2. Goods which are subject of special quality regulations or which will be not delivered within Germany, may be inspected by the purchaser directly at the production plant, as soon as the material will be ready for dispatch. In case that the purchaser will not inspect the good, the material will be considered as delivered according to the conditions, as soon as it has left the production plant. The warranty will be limited to the warranty which will be taken by the delivery plant.

5. Payment

- 5.1. Invoices will be payable within 30 days from date of invoice without reduction and excluding the right of any set off or keeping back of amounts of each kind. Bills and/or cheques will be taken for reason of payment only, we are not obliged for acceptance.
- 5.2. Expenses concerning the actual bank interest will be charged in case of exceeding the payment period. Pre-payments are not subject of any interest. In case that any circumstances will occur, after closing the contract, which will indicate doubts concerning the credit-liability of the purchaser, we may insist on immediate payment or any other kind of safety, or we may withdraw from order.

6. Property Reservation

- 6.1. Our deliveries will be generally under reservation of property acc. to § 445 BGB with the following extensions:
- 6.2. The goods will remain our property until the complete payment of our demands. In case of unpaid invoices the reserved property will be considered as safety for the balance-demand. Treatment and processing of the reserved goods as well as its installation will be made only for us, without any obligation for us. If the purchaser will treat the reserved goods with goods which are not our property, the property of the new goods will be our property in the corresponding relation. The new material will be tread as reserved goods in the sense of these regulations.
- 6.3. All demands of the purchaser from the re-selling of the reserved goods, which has to be carried out within the frame of an orderly business activity, will be reserved for us already now, without consideration whether the reserved goods will be sold before or after treatment respectively processing. In case that the reserved goods will be sold together with goods which will be not belonging to us, the withdraw of demand will be valid only for the value of the reserved goods. The purchaser has the right of re-selling the goods only with the condition to reserve the property against his clients, until complete payment, and that the purchase-price demand from the re-sale will be passed immediately to us.
- 6.4. For goods which will become an essential part of the real estate of a third party, due to its installation, the purchaser will withdraw his demand against the project owner up to the purchase value of our reserved material. The purchaser has to inform his client concerning our property reservation only after our request, as well as the withdrawal from the demands. After complete payment of all demands, the property of the reserved goods will change to the purchaser and the reserved demands will be at his disposal.
- 6.5. In case that the value of the securities existing for us will exceed the value of our demands about more than 20%, we will be obliged, after request of the purchaser, to release securities according to our choice. Concerning an attachment proceeding the purchaser has to inform us immediately by sending a copy of the seizure protocol.

7. Complaint of defective

- 7.1. Providing that no shorter periods will be valid according to § 377 HGB, the purchaser has to indicate complaints of defective in written within one week after arrival of the goods at destination, and as long as the material will be still in the delivered condition. The complaint has to be described exactly. The treatment of the goods has to be stopped immediately after the defect has been discovered.
- 7.2. We will be only obliged to return the purchase price or to deliver or to replace the goods according to our choice. The purchaser has not the right of reservation- and set off. Goods may be sent back only if this has been agreed with us and if we will have had the possibility to inspect the material before. Credit notes from us will be set off against material deliveries. Cash payments will be subject of our decision.

8. Warranty

- 8.1. It will be guaranteed, that the product **isoplus** will correspond to the technical information, which will be valid at the time of order respectively time of delivery. The VOB will be the basic for all parties concerning warranty, valid from the time of receipt of the goods, confirmed by delivery notes.
- 8.2. All medium- and jacket-pipes will be produced corresponding to the required respectively valid standards and technical guidelines like i.e. AGFW, BFW, EN, DIN etc. Jacket-pipes of PE acc. DIN 8072 to 8075, SPIRO-FOLD acc. DIN 24145. For medium- and jacket-pipes as well as for its half-finished products we will adapt the guarantee obligations of our sub-suppliers.
- 8.3. We will guarantee for the insulation of the pipes and fittings with PUR-foam according to the corresponding valid technical requirements. In case that the post insulation works at the connection couplers and PE-jacket-pipe-assembling fittings will be carried out at building site by our **isoplus**-factory educated and AGFW-/BFW-approved assembling specialists, we will also guarantee for keeping the specific standards and guidelines.
- 8.4. Further complaints exceeding the warranty and its period will be rejected by us.
- 8.5. For all other goods and components delivered by us, but not produced by **isoplus**, like i.e. accoutrements (ball valves, one-time-ball valves, plug valves etc.), sealing rings and -inserts, pipe liner, all kind of compensators, press sealings etc., the warranty conditions of our sub-suppliers respectively manufacturers will be valid, about we will inform in case of request. The warranty period will last for six months, if not otherwise mentioned.
- 8.6. In case that an other leak detection system than **isoplus** (IPS-analogous, -digital and -NiCr) will be used respectively will be installed, the warranty conditions and -periods of the corresponding system manufacturer will be valid generally and without any exception. Precautionary we want to point out that this will refer partly on compensation of the defective parts only, without any labour efficiency.
- 8.7. Assumed complaints has to be indicated immediately. The warranty-beneficiary has to undertake all reasonable in order to keep damages as slight as possible. Orders for determining damages respectively for repair of damages will be placed exclusively by us, otherwise we will be not obliged to any compensation. The warranty will be excluded for any expenses which will occur due to incorrect modifications and repairing works carried out by the purchaser or by third parties.
- 8.8. Damage is excluded unless the laying and the network operation according to EN 253, AGFW guideline FW 401 and the **isoplus** design manual can not be proved. Also excluded are: Transportation and storage damages caused by incorrect or/and no careful use, treatment, processing, storage and laying, damages due to overloading of the material parameter, damages caused by natural wearing, damages caused by third parties, damages due to external influence like force majeure, war, earthquake etc. The regulation of such kind of damages will be not the responsibility of **isoplus** and will be generally charged in accordance to the polluter pays principle.
- 8.9. The purchaser should give us the required time and possibility for the necessary repair and compensation delivery according to reasonable discretion, otherwise we will be released from defective responsibility.

9. Assembling

- 9.1. In case of providing our **isoplus**-factory educated and AGFW-/BFW-approved specialists, the conditions and fees for personal- and devices as well as for material units of our assembling price-list, which we will send you in case of request, will be valid. The **isoplus**-assembling conditions in its valid edition are part of the delivery and payment conditions. These assembling conditions will be send by mail, together with the technical project information.
- 9.2. In case that any demands should be still open, the sending of our specialists may depend from an advanced payment.

10. Design- and service performance

- 10.1. Service- and design performance of each extent, which will exceed our complete service-package, are not included in our material prices. Design- and service performance mentioned in the performance register and offered are not subject of any discount. Services like i.e. thermal prestressing, additional occurring assembling- and PE- welding works, which will exceed the offered extent, will be charged separately.
- 10.2. The technical documents of each kind, like pipeline drawing, part list number etc, transmitted in case of order, have to be confirmed in written within three days. Otherwise our documents will be silent accepted.
- 10.3. For required documentation of each kind, after finishing of a project, which was not agreed respectively not mentioned in the offer, the occurred working extend will be charged separately, according to our actual fees per hour. This will be also valid for eventually required technical documentation, like i.e. existing drawings, static, wiring drawings etc. Of course we will send you our actual fees per hour, or we will place you our package offer.
- 10.4. Working out of an inventory design based on isometric weld seam-following-design is generally not included in the offered range of price for a documentation, this essential additional expenditure will be generally charged separately.

11. Copy Right

11.1. All offers, technical drawings, calculations, and other technical transmitted documents will be our property, for which we have the right of sole copy-right, that means without written agreement it may be neither copied, unauthorised used, nor given to third parties for in-sight, or informed in an other kind, according to §§ 1,2 and 11 ff Urh.G. and 823 BGB. Documents which we will send together with our offer, have to be returned immediately, in case that the order will be not placed to isoplus.

12. Exclusion of not mentioned complaints

12.1. Additional complaints which will exceed these delivery- and payment conditions will be excluded.

13. Place of performance

13.1. Place of performance and jurisdiction for all deliveries, payments and obligations is Rosenheim. The jurisdiction will be also valid in case of bill- and cheque-protest and for third parties who will be responsible for the obligations of the purchaser.

14. Supplement

14.1. The legal regulations will be valid in case that our delivery- and payment conditions will differ from the prescriptions of the law for general sales- conditions.