



## 1. GENERAL

- 1.1 The company KUGELHAHN MÜLLER GmbH, registered in Krefeld, Germany, is referred to hereinafter as the 'Supplier' and its contractual partners are referred to as 'Purchasers'. 'User' refers to parties who install and use the supplied fitting.
- 1.2 Orders are only legally binding for the Supplier if they provided written confirmation. Verbal side agreements and order changes require written confirmation by the Supplier.
- 1.3 Deliveries - including consultation, dispatching of technicians and auxiliary services - take place exclusively based on the conditions below. The Supplier only accepts differing General Terms and Conditions of the Purchaser if the Supplier has expressly agreed to them in writing.

## 2. SCOPE OF SUPPLY

- 2.1 The written order confirmation of the Supplier is definitive for the scope of supply of the delivery or service.
- 2.2 The same applies for changes and follow-up orders by the Purchaser.

## 3. PRICES

- 3.1 Prices indicated by the Supplier are specified in Euro (€) - if nothing different is indicated - and do not include value-added tax. This is itemised separately in the invoice in accordance with fiscal regulations.
- 3.2 Prices indicated by the Supplier apply - if nothing different has been confirmed by the Supplier - ex works of the Supplier, including loading ex works, without packaging and without transport insurance.
- 3.3 The aforementioned prices only apply for the respective offer or the respective completed order.
- 3.4 If delivery should take place more than four (4) months after the conclusion of contract, the Supplier shall be entitled to increase the agreed prices in the event of an increase in the applicable prices of upstream suppliers or if the costs (including public costs) for the Supplier's goods should increase in another manner between the time of the conclusion of contract and delivery; otherwise the price specified in the order confirmation applies. If the Purchaser is an entrepreneur, the Supplier is also entitled to price increases if the delivery takes place within four (4) months after the conclusion of contract and the costs for the Supplier's goods increase between the time of the conclusion of contract and delivery. The price increase takes effect as soon as the Supplier has notified the Purchaser of the increase in writing.

## 4. INSPECTION PROCEDURES, ACCEPTANCE

- 4.1 Supplied fittings are subjected to a final acceptance by the Supplier in accordance with EN 12266-1 with the design data specified in the order confirmation and a functional test in accordance with EN 12266-2, Test F20. This testing is monitored by the manufacturer's internal Quality Management System in accordance with EN ISO 9001:2015.
- 4.2 Additional testing and/or delivery of factory certificates or test certificates in accordance with EN10204 must be agreed upon separately.
- 4.3 If monitoring of such testing by an inspector commissioned by the Purchaser is agreed upon, the Purchaser shall bear the accruing 'personnel costs' and responsibility for the timely dispatch of the inspector. In the event of a failure to keep the inspection appointments, the goods shall apply as accept and the Purchaser shall bear the additional related expenses accrued by the Supplier.

## 5. DELIVERY

- 5.1 The delivery period begins when the order confirmation is sent, but not before the provision of the accompanying documents to be provided by the Purchaser, such as approvals, approval drawings, etc.
- 5.2 Partial deliveries are permissible at the Supplier's discretion. This shall not apply if the Purchaser informs the Supplier immediately after partial delivery has taken place it is not in the Purchaser's interest, which must be verifiably demonstrated at the request of the Supplier.
- 5.3 The delivery period shall be appropriately extended in the event of

measures in the scope of labour disputes, particularly in the case of strikes and lockouts, as well as with the occurrence of unforeseen hindrances beyond the scope of influence of the Supplier, insofar as it can be verifiably demonstrated that said hindrances have a considerable influence on the production or delivery of the delivery item. This also applies when such circumstances occur with the Supplier's upstream suppliers. The Supplier shall notify the Purchaser of the beginning and end of such hindrances as soon as possible in important cases.

- 5.4 If the shipment is delayed at the request of the Purchaser, the Supplier shall be entitled - beginning four (4) weeks after notification of readiness for shipment - to invoice the Purchaser at least 1/2 per cent of the order amount per month for the costs accrued as a result of storage in the factory of the supplier, insofar as the Purchaser cannot demonstrate that no damages have been incurred or that the amount was significantly lower. However, the Supplier is entitled - after the setting and unsuccessful laps of reasonable grace period - to use the delivery item for other purposes and supply the Purchaser within an appropriately extended period.
- 5.5 If orders are not called or issued, in the case of supply contracts on call, the Supplier shall be entitled after the unsuccessful lapse of a grace period to issue the order on their own and to deliver and/or to withdraw from the remaining part of the supply contract.

## 6. RECEIPT OF THE SHIPMENT

- 6.1 The Purchaser must obligate the recipient to confirm the completeness of the delivery on a copy of the delivery not as quickly as possible when receiving a (partial) shipment.
- 6.2 Objections to externally recognisable transport damage must be made to the carrier of the shipment immediately. Transport damage discovered after unpacking the shipment must be reported to the carrier of the shipment or the Supplier as quickly as possible.
- 6.3 The shipment must be compared with the delivery note immediately to ensure that it matches. If a deviation is found, the Supplier must be notified immediately. In this case, the Supplier shall be obligated to check the deviation and to initiate the necessary measurements for contractual fulfilment.
- 6.4 The Purchaser must obligate the recipient to forward the supplied (lists of) operating instructions if the recipient is not also the User.

## 7. TRANSFER OF RISK

- 7.1 The risk transfers to the Purchaser at the time that a (partial) shipment leaves the factory of the Supplier. This also applies if the Supplier must carry out the transport of the goods to an arbitrary destination according to the purchase contract.
- 7.2 In this case, insurance covering transport damage, theft and other risks shall only be provided at the express request and at the expense of the Purchaser.
- 7.3 If delivery of the goods should be delayed due to circumstances for which the Purchaser is responsible, the risk shall transfer to the Purchaser with the written notification of readiness for shipment. In this case, insurance covering theft, damage and other risks shall only be provided at the express request and at the expense of the Purchaser.

## 8. PAYMENT

- 8.1 In the absence of a separate agreement, payment shall be due in cash to the Supplier's bank either within 30 days from the date of invoice without deduction or within 14 days at a 2% discount off the invoice value, at the Purchaser's discretion.
- 8.2 Cheques and - insofar as payment by note has been agreed upon - payments by note are accepted as payment. Payments by note and cheques shall be credited subject to receipt minus discount and collection charges on the day on which the Supplier can dispose of the equivalent value.
- 8.3 Should the Purchaser enter into default of payment, the Supplier shall be entitled to charge interest amounting to 5 per cent above the prime interest rate; if the Purchaser is an entrepreneur, the interest rate is 8 per cent above the prime interest rate. The Supplier reserves the right to prove higher damages for default.
- 8.4 Rights of retention of the Purchaser based on a different contractual relationship are barred. Right of retention of the Purchaser that are based on the same contractual relationship are also barred insofar



as the Purchaser is an entrepreneur and the counter-claim is not undisputed or recognised as legally enforceable. The Purchaser is not entitled to offset with counterclaims insofar as this is not undisputed or recognised as legally enforceable.

8.5 If the Purchaser cancels payments, is over-indebted or a petition has been filed by the Purchaser for the initiation of insolvency proceedings, or the Purchaser is in default with the redemption of a cheque due for payment, all claims of the Supplier shall be due for payment immediately. The same applies for any other significant worsening of the financial circumstances of the Purchaser.

8.6 In the aforementioned cases, the Supplier only has to provide outstanding deliveries and services against payment in advance or provision of collateral and can withdraw from the contract after a reasonable grace period or demand compensation for damages instead of performance. In these cases, the Supplier can also prohibit re-sale / processing of the delivered goods and demand their return or transfer of the indirect ownership of delivered goods at the expense of the Purchaser. The Purchaser hereby empowers the Supplier to represent the Purchaser's business in such cases and to collect the delivered goods. A seizure of goods only entails a withdrawal from the contract if the Supplier has expressly declared this.

## 9. RETENTION OF TITLE

9.1 The delivered goods shall remain the property of the Supplier until the fulfilment of all claims arising from the specific order. If the Purchaser is an entrepreneur, the Supplier shall retain ownership until fulfilment of all claims to which the Supplier is entitled from the Purchaser on any legal basis from the contractual relationship.

9.2 The Purchaser is obligated to only sell goods subject to retention of title in the normal course of business, according to the Purchaser's normal conditions and insofar as the Purchaser is not in arrears. The Purchaser is only authorised to resell the goods subject to retention of title to the extent that the claim from the resale transfers to the Supplier in accordance with Sections 9.3 and 9.4 below. The Purchaser is not authorised to other disposals of the good subject to retention of title.

9.3 The Purchaser hereby transfers their claims from a resale of goods subject to retention of title to the Supplier, regardless of whether the goods subject to retention of title are sold to one or multiple buyers. The Purchaser is authorised to collect the assigned claims from the resale until the revocation of said authorisation by the Supplier, which can take place at any time. The Purchaser is never authorised to assign the claims to third parties.

9.4 At the request of the Supplier, the Purchaser shall be obligated to notify their buyers of the assignment to the Supplier and to furnish proof of said notification to the Supplier and to provide the necessary information and documentation for collection of the assigned claim(s) with this notification.

9.5 If the delivered goods are processed or combined with other objects not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in proportion to the value of the delivered goods to the value of the other items processed and/or combined. The same shall apply for the new item resulting from the processing and/or combination as for the delivered goods subject to retention of title.

## 10. LIABILITY FOR DEFECTS IN THE DELIVERED GOODS

10.1 The Supplier is liable for defects in the delivered goods if the goods do not have the agreed characteristics in the condition as supplied and if the User has assured that the operating instructions belonging to the goods have been followed in their entirety.

10.2 The Supplier assumes no liability for wear parts which are identified as such in the manufacturer documentation.

10.3 The Purchaser's claims are limited to remedy of defects (subsequent improvement) or delivery of goods free from defects (subsequent fulfilment), according to the Supplier's discretion. The Supplier is entitled to at least two attempts at subsequent improvement.

10.4 The Purchaser must grant the Supplier a reasonable period for subsequent improvement or subsequent fulfilment, which is normally determined based on the originally agreed delivery period.

10.5 Further claims of the Purchaser, particularly those based on consequential damages, are excluded. This does not apply for intent, gross negligence, breach of significant contractual duties on

the part of the Supplier, or with an injury to the life, limb or health of persons. The Purchaser's right to withdrawal from the contract remains unaffected.

10.6 Claims for defects expire after two years for newly delivered goods and after one year for repairs that have been made to used goods in the Supplier's factory - calculated from the transfer of risk.

## 11. LIABILITY FOR OTHER CONTRACTUAL PERFORMANCES

11.1 The Supplier is not liable for recommendations they have provided for delivered items with regard to their intended use, especially not when the User has operational experience in this respect. The intended use for fittings, drives and their accessories is normally defined in the accompanying operating instructions.

## 12. RIGHT OF THE PURCHASER TO REDUCTION OR WITHDRAWAL

12.1 If the Supplier refuses both subsequent improvement and subsequent fulfilment in accordance with Section 10.3, or these are unsuccessful, the Purchaser shall have the right to a reduction in price or withdrawal from the contract, according to their own discretion.

## 13. RIGHT OF THE SUPPLIER TO WITHDRAWAL

13.1 The Supplier is entitled to withdraw from the contract if the fulfilment of the contract becomes impossible for the Supplier for reasons for which they are not responsible or if events unforeseen at the time of the conclusion of contract fundamentally change the contractual relationship such that being held to the contract would be unreasonable.

13.2 If the Supplier intends to assert this right to withdrawal, the Supplier must notify the Purchaser immediately.

13.3 In this case, the Supplier can demand compensation from the Purchaser for all necessary expenses incurred for the fulfilment of the contract, unless the items produced according to contract can be used for another purpose.

## 14. TECHNICAL DOCUMENTATION

14.1 The Supplier is obligated to obtain the Purchaser's approval prior to making documentation identified as confidential by the Purchaser available to third parties.

14.2 Accompanying manufacturer operating instructions are an integral component of the delivery that must be observed - insofar as applicable - by the User for the transport, storage, installation, operation and maintenance.

14.3 The Supplier shall retain the title and copyright to cost estimates, drawings and other documentation; they may not be made accessible to third parties unless the Supplier has expressly agreed.

14.4 For specifications of weights and dimensions in technical documentation (figures, drawings), the tolerances that are customary for the industry shall apply.

## 15. OFFERS

15.1 If nothing different has been determined by the Supplier, offers shall be binding for 45 days after they are sent.

## 16. PLACE OF FULFILMENT AND LEGAL JURISDICTION

16.1 If the Purchaser is a merchant, the legal jurisdiction in Krefeld, Germany - as well as for cheque and payment by note processes.

## 17. APPLICABLE LAW

17.1 The law of the Federal Republic of Germany applies. The Hague Convention of 01/07/1964 pertaining to Uniform Law on the International Sale of Goods and the Convention of the United Nations of 11/04/1980 on Contracts for the International Sale of Goods shall not apply.

## 18. INVALIDITY OF CONTRACTUAL PARTS

18.1 If individual parts are invalid, the remainder of these General Terms and Conditions of the Supplier shall remain valid.