

General Terms RehaWash Systems GmbH [juli 2009]

Article 1: Scope

1.1

The present general conditions apply to all our quotations, offers, confirmations of orders, sales, deliveries of goods to and rendering of services for the benefit of clients. Any deviation herefrom is only possible if such has been explicitly confirmed by us.

1.2

General conditions of clients or third parties do not apply and can not bring about variations in our conditions unless anything different has been explicitly confirmed in writing by us.

1.3

The present general conditions are part of the current and future contracts between RehaWash Systems GmbH and Clients.

Article 2: Terms of payment

2.1

Unless agreed otherwise, the rates as specified in the most recent list of rates/prices or quotation made by RehaWash Systems GmbH apply to all orders.

2.2

Payment should take place in the way agreed to, or insofar as not stipulated otherwise, within fourteen days of the date of the invoice sent by RehaWash Systems GmbH.

2.3

RehaWash Systems GmbH reserves the right to demand one or several advances of payments. In case of such a demand, we are entitled to suspend the supply of goods or services until the time when the payment has been received.

2.4

Deduction for cash payment is not allowed unless explicitly such a cash discount has been previously allowed and confirmed in writing by us.

2.5

After the due date, the statutory interest is charged without notice of default being required. In default of payment, the execution of the order will be suspended by RehaWash Systems GmbH.

2.6

As soon as RehaWash Systems GmbH entrusts the claim to an agency for collection or takes to any other (extra)judicial action, all expenses, both judicial and extrajudicial (collection) expenses, are to be borne by the client.

Article 3: Offers/price

3.1

All our offers and quotations are free of engagement or, when a time limit has been stated explicitly, they are only binding for the time indicated. We are not bound to them until a granted order has been accepted in writing.

3.2

Unless explicitly stated otherwise, each offer is based on fulfilment under normal working conditions and working hours.

3.3

Pictorial representations and numbers in our offers and quotations give only a general indication. Deviations from them after the supply or execution of work, insofar as they are not of a substantial nature, do not entitle the client to refuse to take delivery or to refuse to pay.

3.4

All our offers/prices with regard to the supply of goods are ex store or ex works (= manufacturing company).

3.5

In addition, all packing is charged unless express written provisions have been made for it.

3.6

If one or several factors determining the cost price are increased after the date of the quotation, even if this takes place as a result of conditions already foreseeable at the time of quotation, we are entitled to increase the price for acceptance at the receipt of the order.

3.7

Unless otherwise stated, all offers/prices issued by RehaWash Systems GmbH are exclusive of value-added tax and any other rates and levies which may be connected with the order.

3.8

RehaWash Systems GmbH is entitled to charge the costs of additional work and deliveries which are not laid down in the offer, agreement or confirmation of order.

3.9

Costs of loading/unloading and transport according to the contract, and also models and tools made available by RehaWash Systems GmbH, are not included in the price and will be charged separately by RehaWash Systems GmbH.

3.10

If RehaWash Systems GmbH has undertaken to assemble and install the goods, the price includes assembly and delivery of the goods in working order in the place agreed to, except for the costs mentioned in the preceding paragraph. If assembly is not included, services rendered by RehaWash Systems GmbH will be charged separately.

Article 4: Individual advice

4.1

The order for an individual advice may be given orally or in writing to RehaWash Systems GmbH. A granted order is confirmed in writing by RehaWash Systems GmbH.

4.2

If the time to be spent by RehaWash Systems GmbH on the preparation of an individual advice can not be determined in advance, the client will be charged with the real time spent on the fulfilment of the order.

4.3

Prior to starting work on the individual advice RehaWash Systems GmbH may charge the client with an advance payment on the consultancy costs.

Article 5: Projects

5.1

Orders for the implementation of a project come about on the basis of a written offer submitted by RehaWash Systems GmbH. In preparing the offer RehaWash Systems GmbH relies on the information provided by the client. RehaWash Systems GmbH assumes that this information from the client contains to, the best of the client's belief, all relevant information necessary for the fulfilment of the order.

5.2

RehaWash Systems GmbH has an endeavour commitment as to the fulfilment of the order. The achievement of the intended planning result is not guaranteed by the contractor.

5.3

Without mutual agreement of the client and RehaWash Systems GmbH, a third party may be called in or involved in the implementation of the order.

5.4

The client accepts that the schedule of the execution of the order can be influenced when in the course of the operations parties agree to modify or to extend the approach, method of working, execution or scope of the order and/or ensuing activities. If such a change influences the costs of the project, RehaWash Systems GmbH will inform the client of the change in costs in writing.

5.5

Project acceptance takes place through a written final report presented to the client.

Article 6: Time of delivery, delivery and transfer of title

6.1

The time of delivery of goods and services commences upon our written confirmation of order. In case, with the acceptance of the order, payment by instalments has been agreed to, and the first instalment falls due with the order, the time of delivery will be suspended as many days as the term of payment is exceeded by the client.

6.2

The time of delivery is based on the working conditions existing at the conclusion of the contract and on timely delivery of the materials ordered for carrying out the accepted order. If any delay arises from any change in said working conditions or from any late delivery of ordered materials, the time of delivery is extended so much as is reasonable in view of all circumstances.

6.3

Late delivery on our part for any reason whatsoever will never entitle the client to any kind of indemnification, annulment of the contract, or non-observance of any obligation which might ensue from this contract or any related contract, or, by virtue of judicial interposition or not, to perform or to have performed by a third party any activities to execute the contract, unless the client proves that the late delivery is due to wilfulness or legal equivalent or gross negligence on our part.

6.4

Unless explicitly agreed in writing, any delivery of goods will be ex works manufacturer or ex store. As from that time the client bears the risk of all direct and consequential damages which might be caused to or by these goods for the client or any third party. The title of the goods is not transferred to the client until all that which in respect of these goods is indebted to us by the client has been performed, such without prejudice to that which is stated in the present article with regard to the risk and without prejudice to possible rights obtained by any third party.

6.5

Goods, documents and moneys from our clients of which we have or get possession, for any reason whatsoever, serve as security until all our claims against these clients have been paid.

In case of non-payment of the claim, the sale of the security will take place in the way regulated by law or, if an agreement concerning that is reached, by private contract. The client is obliged to give, at our request, supplementary security for goods or services to be supplied by us. In default of this, all our obligations will be suspended until this request has been complied with.

Article 7: Guarantee and complaints (only for direct RehaWash GmbH customers)

7.1

For new products we give a guarantee of 12 months, which means, that we guarantee the system transferred for a period of 1 year after delivery or with a maximum of 3000 washingcycles. All parts, causing any inconvenient trouble owing to unreliable material and construction, will be exchanged without charge, resp. repaired, as far as failure has been brought to our notice immediately after discovery.

The electrical parts of the machine are included in this guarantee, with the exception of the appearance of external situations such as current failure, lightning strike and current control pollution. Wear parts like high pressure cleaner, pumps, brushes, belts, hosepipes, bearing rolls, ball bearingtrack, etc are not in the guarantee included. As to second-hand goods supplied by us we give no guarantee unless explicitly agreed otherwise.

7.2

On the subject of repair and overhaul work, we only guarantee the soundness of the performance of the work entrusted to us.

7.3

Goods or component parts which we replace with new ones become the property of us without any compensation.

7.4

The client shall complain about externally discernible defects upon testing or inspection or, in case this is impossible, within fourteen days following the receipt of the goods by the client. In default of this, our obligation of guarantee is cancelled.

7.5

The client shall complain about indiscernible defects within fourteen days from the time that these defects have been detected or in fairness should have been detected. In default of this, our obligation of guarantee is cancelled.

7.6

If it appears that, within the period of complaints, our client or any third party, without notification, has made any repair with regard to the defect complained about, no complaint at all will be considered by us and all our obligations of guarantee are cancelled.

7.7

In the event of any complaint being made within the periods mentioned in the preceding paragraphs, our obligations will be limited to replacing or repairing the defective goods or refunding the net invoice amount concerning the goods in question, at our option, without there being any other obligation to pay damages on our part. Any alleged non-fulfilment of obligations of guarantee does not relieve the client from any obligation ensuing from a contract made with us.

Article 8: Assembly, installation and putting into operation

8.1

Unless explicitly agreed otherwise in writing, all arrangements and/or provisions and/or operations which are necessary for setting up the supplied goods and putting them into operation are for account and risk of the client. If it has been agreed that we will take care of assembly and putting into operation, the client is to take care, for his account and risk, among other things:

- that our employees in charge can take up the planned activities upon their arrival;
- that appropriate accommodation is available and that legal provisions have been made.
- that access roads are suitable for transport;
- that all necessary preparatory work has been completed;
- that the necessary safety measures and precautions have been taken and compliance is maintained.

8.2

In case that the above paragraph has not been complied with and wasting of time arises, the time of delivery will be extended accordingly, provided that this is just and fair in view of all circumstances, all ensuing costs and damages being for the account of the client.

Article 9: Liability

9.1

RehaWash Systems GmbH is by no means liable for direct and consequential damages caused by or connected with the supply of goods and/or services by RehaWash Systems GmbH, employees and/or other persons engaged by or in the name of RehaWash Systems GmbH or whose services have been utilized by RehaWash Systems GmbH, unless wilfulness or gross negligence can be proved against RehaWash Systems GmbH.

9.2

Subject to the Product Liability Act we are by no means liable for, nor do we make a contribution towards direct or consequential damages suffered because of defects in a service rendered or product supplied by RehaWash Systems GmbH.

Article 10: Cancellation

10.1

Without prejudice to the other rights which we have, we are entitled, in case of force majeure, to suspend the execution of the contract, to cancel the contract partly or fully without being bound to pay any damages.

10.2

Force majeure is understood to mean any circumstances as a result of which the fulfilment of the contract can no longer be demanded from us in reason by the client, inclusive of war, risk of war, civil wars, rebellion, strike, lock-out, problems of transport, fire and other disturbances in our undertakings or in any one of our suppliers' undertakings and delayed delivery for any reason whatsoever of goods, raw or auxiliary materials or component parts which we have ordered in time.

10.3

In case the client fails to fulfil or does not fulfil appropriately or in time any obligation which might ensue from this contract or any other contract made with RehaWash Systems GmbH, and also in case of bankruptcy, suspension of payment, discontinuance or liquidation of the company, he is considered to be in default by right and is RehaWash Systems GmbH entitled to cancel the execution fully or partly, this being at the option of RehaWash Systems GmbH, without any notification and without judicial interposition, without RehaWash Systems GmbH being bound to pay any damages, but without prejudice to other rights we have with regard to damages incurred by us. In these cases any claim which we have or obtain against the client is wholly due and payable on call.

Article 11: Applicability and filing

11.1

The present General Term and Conditions will be maintained towards any client to the exclusion of all other general conditions of the client unless agreed otherwise in writing.

German law is applicable to all contracts made.

11.2

Any dispute between parties which might arise from this contract or contracts ensuing from it, including any dispute which is regarded as such by only one of the parties, shall be adjudicated in the first instance by the competent Court of Weißwasser (Saxony).

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