

## INTERNATIONAL SALES AND DELIVERY TERMS

### 1 Interpretation

Hereinafter buyer ("Buyer") means an entity purchasing goods and services ("Goods") from Hewing GmbH, Germany ("Supplier").

### 2 Basis of the sale

2.1 The Supplier shall sell and supply the Goods to the Buyer subject to these terms and conditions ("Conditions"), which shall govern the contract ("Contract") for the sale of the Goods provided by the Supplier hereunder to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Supplier. Conditions shall include any special terms and conditions agreed in writing by the Supplier and the Buyer; any special terms shall prevail.

### 3 Orders and specifications

3.1 No order submitted by the Buyer is accepted by the Supplier unless confirmed in writing by the Supplier's authorised representative or delivery of the Goods by the Supplier.

3.2 The quantity, quality and description of and any specification for the Goods are those set out in the Supplier's quotation or the Buyer's order (to the extent accepted by the Supplier).

3.3 The Supplier may make changes to the specification of the Goods in order to conform with any statutory or EC requirements or if changes do not materially affect Goods quality or performance.

3.4 All drawings, designs, specifications and other information provided by the Supplier are confidential and all intellectual property rights in respect of them remain vested in the Supplier and shall not pass to the Buyer.

### 4 Price of Goods

4.1 The price of the Goods shall be the price specified in separate written agreement or, if none, on the Supplier's order acknowledgement or, if none, on the Supplier's quotation or, if none, on the Supplier's price list. All prices quoted are valid for 14 days only or until earlier acceptance by the Buyer.

4.2 The Supplier may vary the price at any time before delivery to reflect any change in the cost beyond the control of the Supplier (e.g. foreign exchange, costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer.

4.3 All prices of the Goods are given on EXW, Incoterms 2000, basis. Prices exclude value added tax and other taxes and duties as well as any charges for transport, packaging and insurance.

### 5 Terms of payment

5.1 The Buyer shall pay the invoice (in full without any set off, deduction or counterclaim) in Euros, unless the Supplier specifies otherwise, other to the Supplier's bank account specified in the invoice within 14 days from the date of the invoice.

5.2 The Supplier is entitled to charge 16 % p.a. interest on the delayed payments.

### 6 Delivery and Performance

6.1 Term of delivery shall be EXW, Incoterms 2000.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods unless being in delay more than two weeks from the agreed approximate delivery date and having received the Buyer's written notification.

6.3 If the Supplier fails to deliver the Goods for a reason not beyond the Supplier's control and not due to the Buyer, the Supplier shall pay to the Buyer a sum equal to 1% price of the delayed delivery for each week in delay up to maximum amount of 5% of the price of the delayed or non-delivered Goods, provided that the Buyer claims such amount within thirty days from the original date of delivery. This shall be Buyer's only and exclusive remedy in case of delay in delivery or non-delivery.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and/or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.5 The Buyer shall comply with all laws governing the importation of the Goods into the country of destination.

### 7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery. The Buyer should insure the Goods accordingly.

7.2 The property in the Goods shall pass to the Buyer upon the payment in full of the price of the Goods.

7.3 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent, and shall keep the Goods separate and properly stored, protected and insured and identified as the Supplier's property, and shall not be entitled to dispose of the Goods.

7.4 Until such time as the property in the Goods passes to the Buyer, the Supplier may at any time require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

### 8 Liability

8.1 The Buyer shall inspect the Goods upon the delivery. Any claim for any defect in the quality or condition of the Goods shall be notified in writing to the Supplier within eight days of delivery or, where the defect was not apparent, of discovery of the defect, but, in any event, within twelve months of delivery.

8.2 The Supplier does not warrant accuracy or otherwise of any design, drawing, specification, instructions, or information or advice it provides in relation to the Goods. All warranties in relation to the Goods whether express or implied are excluded to the fullest extent permitted by law including but not limited to warranties with regard to fitness for the purpose and merchantability.

8.3 In case of defective Goods, the Supplier may, at its option, replace or repair the Goods free of charge or refund the price of the Goods, but the Supplier shall have no further liability to the Buyer.

8.4 Under no circumstances the Supplier shall be liable to the Buyer for loss of contracts, profits, revenue, business, or other indirect or consequential loss howsoever caused. 8.5 The Supplier's entire liability under the Contract shall not exceed the price of the Goods which are the subject of the claim by the Buyer.

### 9 Insolvency of Buyer

9.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries without any liability to the Buyer, if: (i) the Buyer is in breach of a payment to the Supplier or any other company within the Uponor Group; (ii) makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation; or (iii) the Buyer ceases, or threatens to cease, to carry on business; or (iv) the Supplier reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

### 10 Packing

10.1 If the Supplier notifies that packing materials are returnable, the Buyer shall return them at its expense within three months of the delivery. Where not returnable, the Buyer will dispose of all packing in accordance with the applicable regulations.

10.2 The Supplier shall use reasonable endeavours to ensure, where necessary, the appropriateness of packing before despatch, but the Supplier shall not be liable for any damage to or loss of Goods between despatch from the Supplier and delivery in accordance with this Contract.

### 11 General

11.1 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 If any provision of the Contract is held to be invalid or unenforceable the validity of the other provisions of the Contract shall not be affected.

11.3 The Contract shall be governed by and construed in accordance with the laws of Germany excluding UN Convention of International Sale of Goods.

11.4 Any dispute, controversy or claim arising out of or in connection with this contract shall be finally settled in accordance with the Rules of the International Chamber of Commerce. The arbitral tribunal shall be composed a sole arbitrator. The arbitration shall take place in Düsseldorf and the language shall be English.

11.5 Without prejudice to clause 11.4 above, the Supplier reserves the right, at its own choice, to sue the Buyer at the Buyer's general place of jurisdiction.

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