

GENERAL TERMS AND CONDITIONS OF BUSINESS

I. General

1. The following conditions apply for all deliveries and services, unless otherwise specified in the offer or in the order confirmation. Any deviating or supplementary conditions of the agreement by the customer are only binding if they are acknowledged or confirmed by us in writing.
2. Our quotations are valid until the end of the period stated in the offer. If an expiry period is not included in the offer, our offers expire, at the latest, after expiry of a period of 30 days after the date of the offer.
3. Price and performance data, as well as any other declarations or assurances are only binding if they have been submitted or confirmed by us in writing.
4. All weights and measurements, drawings, explanations, descriptions and illustrations provided by us are only approximate.
5. We reserve the right to make changes to the delivery or service insofar as these are reasonable for the customer, taking into account their interests and that the quality of the delivery item offered is not impaired.
6. If the containers, apparatuses and systems ordered for manufacturing are to be used for the storage or processing of goods according to hazard class A or B or other media, the customer is obliged to provide us with a detailed description of the product to be stored or processed in the containers. In particular, the customer must notify us of any possible regulations relating to the storage or processing of the media to be kept in the tank or container.

II. Price

1. Unless otherwise stated, the prices are in Euros and are exclusive of VAT. This fee will be invoiced separately at the applicable rate, according to the current applicable tax regulations.
2. Prices are ex works or warehouse, excluding packaging and other shipping and transport costs. Packaging will be charged at cost and will only be taken back if we are required to do so by mandatory legal regulations.
3. The agreed prices are only valid for the respective completed order.
4. Customs duties, consular fees and other taxes, fees and related costs incurred due to regulations outside the Federal Republic of Germany shall be borne by the customer. For delivery, including duties or other charges, the price quoted is based on the rates applicable at the time of the offer. These are calculated at the actual cost. Any applicable sales tax will be subject to an additional charge.
5. If there are more than two months between the conclusion of the contract and the delivery to a contractor, and we are not responsible for the delivery delay, the price may be reasonably increased, to take into account material, labour and other ancillary costs. If the purchase price increases by more than 40%, the customer is entitled to withdraw from the contract. The right of withdrawal must be exercised within 14 days of the receipt of the notification of the price change.
6. If one or more containers, which are to be installed outdoors or indoors, require static proof according to DIN or other regulations, the costs for the preparation of the static calculation shall be borne by the client.

III. Delivery Time and Delay

1. Delivery times are only binding if they have been confirmed by us in writing.
2. Compliance of the delivery time presupposes that the order has been completely cleared, all permits have been granted and all documents, payments and securities to be provided by the customer have been received by us in due time. The delivery time will be reasonably extended, provided that the above conditions are not all met in time. The delivery time is complied with if the consignment is ready for dispatch within the agreed time limit and a corresponding notice has been sent to the customer.
3. We are committed to the punctual performance of our deliveries and services. However, if we are impeded through mobilisation, war, riots, strikes, lockouts, breakdowns, fires, natural disasters, changes in legal provisions, official measures or ordinances or the occurrence of other unforeseeable events outside our control, the delivery time may be extended appropriately.
4. The customer can only demand a contractual penalty if this has been agreed separately. Claims for damages in which the customer also suffers from a delayed delivery, in particular those from a culpable breach of contract, negligent tort and consequential damages, are excluded. This will not apply if, in cases of intent or gross negligence, in the case of assurances or in case of violations of essential contractual obligations due to simple negligence, foreseeable contractual damages liability is mandatory for legal reasons.
5. The customer shall bear the additional costs of interruption or delay caused by him, which are incurred by the supplier.
6. If the shipment is delayed for reasons for which we are not responsible, we are entitled to store the items to be delivered at the risk of the customer and to demand compensation for costs incurred. We are entitled to take out insurance against storage risks, the expense of which will be borne by the customer.
7. If it is the customer's responsibility to provide the means of transport for the delivery and they do not effect this by the contractually stipulated time, we shall be released from our obligation to deliver by storing and insuring the delivery items at the expense and risk of the customer. The freight forwarder's certificate of acceptance serves as proof of the contractual delivery.
8. Partial deliveries are permitted.

IV. Inspection and Acceptance

1. Inspection in the presence of the customer or his representative and special tests require prior agreement; we are entitled to charge the costs of the test to the customer.
2. If there is an intention to carry out an acceptance inspection of the delivery item(s), it must be carried out by us at the production site. The acceptance has occurred if the customer does not assert legitimate complaints at the end of the examination.
3. If the customer waives an agreed acceptance test or if they are not present during the test, despite adequate notification, then the test will be deemed acceptable by us.
4. If inspections are delayed for reasons for which we are not responsible, any resulting additional costs will be borne by the customer.

V. Transfer of Risk

The risk passes to the customer as soon as the item to be delivered leaves the factory or is made available to the customer at the factory and the customer is made aware of this.

VI. Designs and Drawings

All drawings, plans and other documents are our sole property and we retain the copyrights. Drawings, plans and other documents may not be made available to third parties without our prior consent and must be returned to us on request.

VII. Terms of Payment - Offsetting - Retention

1. All orders must be paid for in advance amounting to one third of the total order value upon receipt of our confirmation of the order. The remainder is payable within 10 days of the date of the invoice, net without deduction, if the invoiced goods have arrived by then, otherwise the remainder is payable within 10 days of receipt of the goods.

2. The payment period will be deemed met if we have received the amount within the time limit.
3. At our discretion, payments can be offset against other outstanding claims.
4. A client's right of retention, insofar as it is not based on the same contractual relationship, as well as disputed off-setting or retention or non legally established claims is excluded. We are entitled to avert the exercise of the right of retention by providing security through a guarantee.
5. Cheques and bills of exchange, as far as they are agreed as acceptable as payment. Discount and collection charges as well as interest must be paid immediately.
6. If the customer is completely or partially in default of payment, they will, without prejudice to any other rights on our part, be charged default interest amounting to 5 percentage points above the base rate of the European Central Bank, if they are a non-entrepreneur, and 8 Percentage points above the base rate of the European Central Bank, if they are an entrepreneur, as far as we can not prove a higher damage.
7. If the customer ceases payment, if there is over-indebtedness or in the event of the opening of a settlement or insolvency proceedings, or if the client is in default of redemption of due bills or cheques, our total claim becomes payable immediately. The same applies to any other significant deterioration in the economic circumstances of the client. In these cases, we are entitled to demand sufficient security or to withdraw from the contract.

VIII. Reservation of Ownership

1. The goods will remain the property of the supplier until full payment of claims due to the supplier from the business relationship with the customer (retained goods) has been made, even if individual goods have been paid for in full. Mortgaging or transfer of ownership of the goods is not permitted.
2. In the event of the resale or leasing of the reserved goods within the scope of proper business operations, the customer hereby assigns to the supplier all claims of the supplier, the future claims against his customers resulting from resale or leasing without further special explanations being required; the assignment also extends to balance claims that arise in the context of existing current account relationships or the termination of such circumstances of the customer with their customers. If the goods are resold together with other items, or rented without an individual price being agreed for the reserved goods, the customer assigns priority to the supplier over the other claims, that part of the total price claim or the total rental amount corresponding to the value of the reserved goods invoiced by the supplier. Until revoked, the customer is entitled to collect the assigned claims from the resale rental; However, he is not entitled to dispose of them in any other way, e.g. by assignment, to dispose. At the request of the supplier, the customer will notify their customer of the assignment and shall provide the supplier with the documents required to assert his rights against the customer, e.g. to hand over invoices and provide necessary information. All costs of collection and any interventions will be borne by the customer. If the customer receives a bill of exchange based on the authorisation granted to him to collect the assigned claims from the resale, ownership of these papers with the legal right transferred to the supplier will be borne by way of security. The handover of the bills of exchange is replaced by the agreement that the customer takes them into safekeeping for the supplier and then delivers them, endorsed, immediately to the supplier. In the event that the equivalent claims are assigned to the supplier in cheques, the customer or their financial institution should accept this and are obliged to report the arrears immediately and to discharge them. The legal right of ownership of the cheques passes to the supplier as soon as the customer receives them. The handover of the bills of exchange is replaced by the agreement that the customer takes them into safekeeping for the supplier and then delivers them, endorsed, immediately to the supplier.
3. If the customer processes the reserved goods, transforms them or combines them with other items, the processing, transformation or connection is for the supplier. The latter immediately becomes the owner of the item produced by the processing, transformation or combination. If this is not possible for legal reasons, the supplier and the customer agrees that the supplier will be the owner of the new product at any time during processing, transformation or combination. The customer will keep the new product for the supplier with the diligence of a prudent businessman. The product resulting from processing, transformation or combination is considered reserved goods. In the event of processing, transformation or combination with other goods not belonging to the supplier, the supplier is entitled to co-ownership of the new item in proportion to the share resulting from the ratio of the value of the processed, converted or associated goods to the value of the new item. In the event of the sale or lease of the new item, the customer hereby assigns their claim from the sale or rental against their customer to the supplier with all ancillary rights as way of security, without the need for any further special declarations. However, the assignment will only apply to the amount corresponding to the value invoiced by the supplier for the processed, modified or associated goods subject to retention of title. The claim share assigned to the supplier takes precedence over the usual claim.
4. If the reserved goods are connected to land or movable property, the customer assigns his claim, to which they are entitled as compensation for the connection, with all ancillary rights, to the supplier as security, without the need for further special declarations. If the customer is the owner of the property or is entitled to claim rent from this property for other legal reasons, he also assigns this rent to the supplier. For the amount of the assigned claim, paragraph 3 applies accordingly.
5. If the customer is completely or partially in default with his obligation to pay due bills of exchange or cheques, if there is over-indebtedness or suspension of payment or if a settlement or insolvency petition is filed, the supplier is entitled to immediately take over all goods still under retention of title; they can also assert the further rights arising from the retention of title immediately; the same applies to any other significant deterioration in the economic circumstances of the customer. The customer grants the supplier or his representative access to all his business premises during business hours. The request for surrender or taking possession does not constitute a withdrawal from the contract. The supplier is entitled to use the reserved goods with the diligence of a prudent businessman and to settle for the open claims based on their proceeds.
6. If the value of the security exceeds the value of claims of the supplier against the customer, which arises from the current business relationship by more than 20%, the supplier is obliged, at the request of the customer, to release any securities to which he is entitled according to his choice.

IX. Warranty

1. If the delivered item is defective, the claims of the customer are limited to the choice of the supplier for the elimination of the defect (repair) or the delivery of a defect-free item (replacement). Claims for defects are limited to a period of 1 year, calculated from the day of the transfer of risk. It is assumed that the delivered item was demonstrably unusable as a result of a circumstance prior to the transfer of risk, in particular due to faulty design, poor material or inadequate implementation, or that its usefulness was significantly impaired. The detection of such defects must be reported in writing to the supplier immediately.
2. The customer will grant the supplier the time and opportunity required at its reasonable discretion in order to remedy the defect. If this is refused, then the supplier is exempt from the rectification of defects.
3. If the removal of defects does not take place within a reasonable period of time or if the rectification of the defect fails, then the customer will, at their discretion, reduce the right or withdraw from the contract.
4. The claims for defects do not relate to natural wear and tear, nor to damages which have occurred after the transfer of risk as a result of incorrect or improper treatment, excessive use, unsuitable operating resources, defective construction work, unsuitable subsoil, replacement materials and such chemical, electrochemical or electrical influences arise that are not provided for under the contract. Any changes, maintenance or repair work carried out improperly by the customer or third parties, as well as in the event of a seal being breached, will invalidate any claims for defects. In this context, we draw particular attention to the following recommendations for the care and maintenance of stainless steel tanks and steel parts:

- a) Stainless and acid-resistant steels are not resistant to all chemical influences. For this reason, chemical and other influences occurring during operation must be carefully examined and the material quality (alloy) taken into account in the purchase.
 - b) Stainless steels require ongoing and appropriate care and maintenance, because they are especially resistant to solutions containing chloride eg. saline solutions, chloride-containing brine and sulphur or solutions containing sulphur.
 - c) In many cases, detergents and disinfectants also contain aggressive chlorine compounds; we therefore recommend that you only use certified cleaning agents that bear the DLG quality mark or that you adhere strictly to the regulations of the cleaning agent manufacturers and apparatus builders when carrying out chemical cleaning.
 - d) To prevent the material surface from being damaged do not use mechanical tools for the removal of deposits, etc.
 - e) Stainless and acid-resistant steels are most durable and have the greatest resistance to corrosion when the surface is kept in a bare metal state.
 - f) For this reason steel pipes should not be laid over containers made of stainless steel because dripping condensation water can cause corrosion.
 - g) The same applies to steel parts that may be welded, screwed, or otherwise attached or connected to a container.
 - h) We cannot be held liable for resultant damage if these care and maintenance recommendations are ignored.
 - i) The warranty is invalid in the event of accidents or damage if the available safety equipment is not bought or if the safety equipment delivered is not used.
 - j) Damage caused to the product due to leaks in the heating or cooling system is excluded from the warranty. The operator is obliged to carefully check the cooling and heating device for leaks and function before each use. The same applies to electrically or magnetically controlled work flow.
5. If the purchase is a commercial transaction for both parties, the customer must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect manifests itself, inform the supplier immediately. If the customer fails to report, the goods are deemed to have been approved, unless the defect is not apparent during the inspection. In all other respects, commercial code § 377 applies.
 6. Further claims of the customer, in particular due to consequential damages are excluded. This does not apply in case of intent, gross negligence or breach of essential contractual obligations by the supplier, or in the case of injury to life, limb or health. The right of the customer to withdraw from the contract remains unaffected.
 7. Warranty claims are excluded for goods that we sell as used or second-hand.

X. Withdrawal

1. The supplier is entitled to withdraw from the contract if the fulfilment of the contract becomes impossible for reasons beyond his control. Furthermore, the supplier is entitled to withdraw from the contract if unforeseen events later change the contractual conditions so fundamentally that the conclusion of the contract that it can no longer be assumed the contract will be adhered to.
2. In the aforementioned cases, the supplier may require the customer to reimburse all necessary expenses incurred for the order, unless the parts manufactured for the order can be used for another reason within a reasonable period of time or if the impossibility of fulfilling the contract has been caused by the influence of German public authorities.

XI. Intellectual Property Rights

1. The supplier is liable to the customer for the infringement of industrial property rights of third parties within the scope of the following regulations. Fulfilment of this obligation presupposes that the customer informs the supplier of claims arising from property rights which third parties have against them without delay and proceeds with the agreement of the supplier in the treatment of these claims and the pursuit of their rights; if one of these conditions is not met, the supplier is released from their obligations. If there is an infringement of the property rights of third parties and if the orderer is therefore forbidden from legally using the delivered item, wholly or in part, then the supplier, at their own expense, has the choice of either:
 - a) giving the customer the right to use the delivery item or
 - b) provide the property rights for the delivered item or
 - c) replace the delivered item with another item of appropriate capacity which does not infringe any property rights or
 - d) take back the delivery item and refund the purchase price.
2. If the customer makes changes to the delivered item, the installation of additional equipment or connects the delivered item to other devices or gadgets and if this violates the industrial property rights of third parties, the liability of the supplier ceases to apply.
3. Likewise, the supplier will not be liable for the infringement of third-party property rights for a delivered item made in accordance with drawings, developments or other information provided by the customer. In this case, the customer must indemnify the supplier against claims of third parties.
4. The customer is not entitled to further or other claims due to the infringement of third party property rights.
In particular, the supplier will not replace any consequential damage, such as loss of production and use or lost of profit. This will not apply if, in cases of intent or gross negligence, in the case of assurances or in case of violations of essential contractual obligations due to simple negligence, foreseeable contractual damages liability is mandatory for legal reasons. The right of the customer to withdraw from the contract remains unaffected.
5. The customer acquires no claims for the use of protective rights available to the supplier, when the delivered item is combined with other objects.

XII. Liability

Unless otherwise stated above, the supplier and his vicarious agents are liable for claims for damages of the customer resulting from a positive breach of contract, from a breach of duties in contracting and tort, as follows:

- a) The liability for personal injury is governed by the statutory provisions.
- b) Liability for damage to property is limited to EUR 250,000.00 per event of damage and EUR 500,000.00 in total.
- c) Liability for financial loss is excluded.
The limitation of liability under b) and the exclusion of liability under c) will not apply insofar as damage to privately used property under the Product Liability Act or in cases of intent or gross negligence or the violation of essential contractual obligations for typically foreseeable contractual damage.

XIII. Final Provisions

1. All agreements, regardless of whether they are made on or after the conclusion of the contract, must be in writing. Verbal declarations by the supplier's personnel are, in any case, only binding if they have been confirmed in writing by the supplier.
2. The contract is subject to the law of the Federal Republic of Germany. The Hague Conventions of 01.07.1964 concerning Uniform Laws on the International Sale of Goods and the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods do not apply.
3. The place of fulfilment for all contractual and legal claims is the location of the supplier.
4. If the customer is a merchant, a legal entity under public law or a special public property, or has no general place of jurisdiction in Germany, the place of jurisdiction is the principal place of business of the supplier. The right to claim of the customer in the place of his general jurisdiction remains unaffected.
5. Should any provision of these General Terms and Conditions be or become ineffective or unenforceable, this will not otherwise affect the validity of the General Terms of Delivery and Payment.

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