



General Terms and Conditions and Warranty Conditions

the

Futron GmbH
- of place -

Elisabethstraße 29
08491 Netzschkau

phone: +49 (0) 3765 / 38 01 83-0
info@futron-gmbh.de
www.futron-gmbh.de

1 General information

1.1 These General Terms and Conditions (hereinafter also referred to as "GTC") apply to all legal transactions, deliveries and services of Futron GmbH for all locations. On acceptance of goods and services, at the latest, these General Terms and Conditions are accepted as valid.

1.2 These GTC also apply to all future business relationships with the purchaser, even if they are not expressly agreed again in future legal transactions.

1.3 If foreign terms and conditions are not expressly recognised in writing, only our GTC apply; other conditions shall not become part of the contract, even if not expressly contradicted - rather, they are hereby also contradicted for the future of their inclusion.

2 Offer, order confirmation and contract conclusion

2.1 Declarations and agreements made verbally and by telephone are only binding if we have confirmed them in text form (eg, letter, fax, email). Employees are not authorised to give verbal or telephone additional agreements, changes, commitments or warranties that deviate from or go beyond the content of the written contract. This also applies to deviations from and changes to these General Terms and Conditions. Verbal collateral agreements and commitments therefore require written confirmation, eg, when ordering and for order confirmation. The same applies to the cancellation of the written form requirement.

2.2 All offers are subject to change unless expressly stated otherwise (eg, by specifying a commitment or acceptance period).

2.3 When placing an order, we summarise the binding contract contents, including all side agreements, changes and, if applicable, assurances and warranties in our written order confirmation. If, in the opinion of the purchaser, the contract contents are reproduced in whole or in part incorrectly, incompletely or unclear, he must inform us in writing **within 7 days**. Without a corresponding note, the contents of the written order confirmation apply to the scope and execution of the delivery and/or service. If the order confirmation deviates from the offer, we are entitled to request a counter-signature in writing and to postpone our services with a corresponding extension of all execution periods and dates until receipt of the countersigned order confirmation.

2.4 The documents belonging to the offers, such as illustrations and drawings, as well as dimensions, weight and performance data are non-binding representations or guide values unless they are expressly declared binding in text form. Design changes, insofar as they are equivalent to the original agreement and reasonable for the purchaser, are reserved in terms of quantity and weight after the given occasion. The purchaser **must inform us immediately in text form** if any of this information is deemed decisive or if certain properties are necessary for function or usability.

2.5 We reserve title and copyright to cost quotations, drawings and other documents. They may not be made available to third parties without our prior written consent, published in whole or in part or used for purposes outside of the specific contractual relationship with us. This includes personal use.

2.6 Obtaining the necessary installation and operating permits, e.g., of building authorities and/or TÜV, is the responsibility of the purchaser.

3 Prices

3.1 All prices are in EURO ex works Netzschkau without sales tax. The respective statutory value added tax is to be paid by the purchaser in addition.

3.2 The price includes a commercially available transport packaging for transportation by truck. Transport, transport insurance and special packaging costs shall be charged in addition.

3.3 Additional deliveries or services, e.g., commissioning, shall be charged separately.

4 Shipping and Transfer of Risk

4.1 Our service basically only includes the delivery ready for dispatch on our factory premises in Netzschkau. Shipping is at the risk and expense of the purchaser, unless expressly agreed otherwise.

4.2 If the purchaser changes the dispatch disposition, he must reimburse us for any additional costs incurred.

4.3 If the goods are sent at the request of the purchaser, the risk of accidental loss, deterioration of the goods and so on goes to the freight forwarder, the freight forwarder or the person otherwise designated to carry out the shipment, but at the latest when we leave our factory or warehouse the delay to the purchaser. This applies regardless of who bears the freight costs. If the goods are ready for dispatch and shipment is delayed for reasons for which we are not responsible, then the risk is transferred to the purchaser on receipt of our communication that the goods are ready for shipment. The purchaser bears storage costs after the transfer of risk.

4.4 Following receipt of the shipment in accordance with the contract, the purchaser must immediately report any loss, transport damage or delays to the freight forwarder or carrier and, if possible, document them. He must also notify us immediately in advance by telephone and subsequently in writing of the circumstances ascertained. Otherwise any claims expire.

5 Delivery time, extension of delivery time, partial delivery

5.1 Delivery and service times, dates and deadlines are only binding with express confirmation, otherwise we shall strive to comply with planning requirements. The notification of readiness for dispatch on our part is decisive. In the case of an agreed dispatch, the dispatch from the factory to the purchaser is decisive.

5.2 Deadlines begin with the receipt of the order confirmation or its confirmation in the cases of section 2.3 sentence 4. If a deposit or prepayment has been agreed before delivery, delivery times and dates are extended by the duration of any payment arrears by the purchaser with these payments.

5.3 Delivery dates and deadlines are extended in cases of force majeure or other unforeseeable events that cannot be overcome with reasonable efforts, over which we have no influence and which make delivery significantly more difficult, such as: Business disruptions, transport delays, strikes, lockouts, incorrect or late delivery by our suppliers for the duration of the hindrance plus a reasonable start-up period. Such influences shall be communicated to the purchaser as soon as possible, unless they are obvious.

5.4 An early total or partial delivery to a reasonable extent is permitted.

6 Payment

6.1 Our invoices are payable without deductions within 10 days of the invoice date. Deviating terms of payment require a joint agreement in writing.

6.2 Payments are first offset against costs and interest, and then against the purchaser's older debts, in spite of conflicting repayment provisions.

6.3 For reminders after default, 10.00 EUR will be charged.

6.4 If the purchaser does not meet his payment obligations, stops making payments or if we become aware of other circumstances that question the creditworthiness of the purchaser, we are entitled to call the entire remaining debt due, even if we have accepted checks or bills of exchange. Checks and bills of exchange are not accepted as a method of payment without a separate agreement. In this case, we are also entitled to request advance payments or security deposits. In this context, we also reserve the right of retention on our own services rendered.

6.5 The purchaser can only offset or withhold payments based on claims that are not based on the same contractual relationship if the counterclaims have been legally established or are undisputed.

7 Retention of title

7.1 We reserve ownership of the delivery item until the payment obligations arising from the contractual relationship and all liabilities from the business relationship with the purchaser have been fulfilled in full. The retention of title also extends to the recognized balance insofar as we book claims against the purchaser in current invoices. The disposal, use or processing of the goods subject to retention of title is only authorised in the ordinary course of business and on the condition that the claims according to Section 7.3. actually pass over.

7.2 The reserved goods are processed for us. If the goods subject to retention of title are connected to the purchaser's goods in such a way that the purchaser's sole property initially arises, it is agreed that the purchaser transfers co-ownership to us in the ratio of the value of our goods to the total value. The purchaser keeps the sole or co-ownership for us.

7.3 The purchaser assigns to us as a precautionary measure from resale or other legal reason for transfer of ownership or loss of property (including value added tax) upon conclusion of the contract. The purchaser is revocably authorised to collect. Upon request, the purchaser must name the debtor, address and reason for the assigned claims in writing, provide the information and documents required for collection, and notify the assignment.

7.4 The purchaser must immediately inform us about enforcement measures or other interventions by third parties in goods subject to retention of title or assigned claims and hand over documents. If the third party is unable to reimburse us for the costs of a necessary and appropriate legal action, the purchaser is liable for the failure we incurred.

7.5 If the realizable value of the security exceeds our claims by more than 10%, we are obliged, at the request of the purchaser, to release security according to our selection.

7.6 The rights of the purchaser according to 7.1. and 7.3 expire in the event of late payment, non-compliance with the obligations from the retention of title or the opening of judicial or extrajudicial settlement or insolvency proceedings. In these cases we are entitled to take back goods subject to retention of title or to demand assignment of the surrender claims against third parties. The return of the goods subject to retention of title does not constitute a withdrawal from the contract.

8 Notice of defects; own and third-party warranty

8.1 The purchaser must examine the goods immediately after delivery by us for the quantity and quality of the goods delivered. Should the purchaser fail to give such notification, the goods shall be deemed approved unless the defect was not discernible during the inspection. Defects that cannot be discovered during this inspection, even after careful inspection, must be reported to us immediately after discovery. The notification of defects must be made by telephone in advance within one working day and in writing within 7 days. Otherwise, these defects are also considered approved.

8.2 The purchaser's right to subsequent performance is excluded in the case of insignificant defects. The purchaser must tolerate at least three remedial measures. If these fail, the purchaser has the right to a reduction or - insofar as it is not construction work - to withdraw. The right to compensation instead of performance is excluded outside of warranty commitments.

8.3 The warranty does not apply

- for wearing parts (e.g. mechanical seal)
- for defects due to natural wear and tear, improper use, deviations from the intended operating conditions, electrical influences (including current fluctuations in the network)
- for defects as a result of improper storage or improper transportation before assembly.

8.4 If products are delivered for installation in rooms created by the purchaser, it is the responsibility of the purchaser to check whether the structural requirements of the room and the technical requirements for installing the units are met.

8.5 Warranty claims are only available to the direct purchaser and are not transferable.

8.6 Correction of defects does not lead to an extension of the warranty period.

9 Liability

9.1 We are liable both contractually and non-contractually for damage caused in the event of intent and gross negligence in accordance with the statutory provisions. The same applies to injury to life, limb or health caused by negligence. In the case of property and pecuniary damage caused by negligence, we shall only be liable in the event of a breach of an essential contractual obligation, however the amount is limited to the foreseeable and contract-typical damage at the time the contract was concluded. Essential contractual commitments (cardinal obligations) are those which enable the fulfilment of the orderly performance of the contract initially possible and the observance of which the contracting partner can usually expect.

9.2 The limitation of liability in Section 9.1 also applies to organs, employees and other third parties engaged by us in the execution of the contract.

9.3 The allocation of the burden of proof and claims under the German Product Liability Act (Produkthaftungsgesetz), as well as claims based on warranty or assumption of a procurement risk, shall remain unaffected by the aforementioned provisions.

9.4 Futron GmbH is insured under a public liability insurance in the amount of € 5,000,000.00. The purchaser has an obligation to check that it is to be checked whether the amount of business liability insurance is sufficient to fully cover any insurance claims. For liability cases, this can be deviated from by individual contractual agreement, should this be necessary. The resulting additional insurance costs are passed on to the purchaser. At most, however, we are liable for the amount of damage insured by the business liability insurance.

10 Provisions of security and withdrawal in special circumstances

10.1 We are entitled to changes in the circumstances of the purchaser that can significantly jeopardise the proper fulfilment of the contractual obligations of the purchaser - especially if there are signs of reduced creditworthiness, death, transfer or change of the company, including the sale of the business or failure to pay a due claim despite a reminder - and to demand collateral within a reasonable period of time and otherwise to withdraw from the contract.

10.2 The free termination of the contract by the client is excluded. In the event that we nevertheless consent to the cancellation of an order, the purchaser must pay 15% of the agreed remuneration for the part of the service not yet performed. We reserve the right to assert higher damages and to prove no or less damage by the purchaser. Otherwise, the parts of the service performed are to be paid in full.

11 Miscellaneous

11.1 Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the other provisions shall not be affected.

11.2 For the business relationships between us and the purchaser, German substantive law applies, excluding the Vienna Sales Convention (CISG) and the rules of conflict of laws.

11.3 Place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Zwickau, Germany.

11.4 Additional agreements, amendments and additions to this contract are only effective if they are agreed to in writing. This also applies to any amendment of this clause requiring the written form.

§ 1 General provisions

In addition to the statutory warranty, Futron also assumes this manufacturer's warranty for all Futron products.

§ 2 Warranty protection

(1) This warranty is valid for all Futron products that have been purchased since 01.01.2020 together with warranty protection in the present sense for the product.

(2) Futron guarantees that its products are free from defects in material, manufacture and design. The product must have already identified the fault that caused the damage. The provision of § 377 of the HGB (German Commercial Code) remains unaffected.

(3) This warranty only applies to defects in the product and typical and foreseeable consequential damage up to an upper limit of liability of € 5,000,000.00.

(4) This warranty is valid for a period of 5 years from delivery of the product. The warranty period is not extended due to the granting of services under this warranty, especially not for repairs or replacement. In such cases, the warranty period shall not start anew.

§ 3 Reporting of defects

The buyer can assert the rights arising from this warranty in writing by notifying Futron or the dealer from whom the buyer bought the product in writing - at least by registered letter of acknowledgment - within the warranty period.

§ 4 Warranty benefits

(1) Futron is entitled

- to repair the product,
- carry out an exchange or
- to reimburse the consumer the purchase price

(2) As a rule, the buyer has the defective product repaired by a specialist on-site with the prior consent of Futron. In this case, the warranty covers the free delivery of the necessary spare parts and labour.

(3) If Futron decides in writing to carry out the repair itself, Futron bears the resulting costs for spare parts, installation and its own labour costs as well as any expenses for the transport or shipping of the product. The buyer has to allow access to the product

(4) When exchanging, the old product shall be replaced free of charge by a new product of medium type and quality.

Transport or shipping to and from Futron or to and from the dealer, any expansion and reinstallation of the product or any other special measure may only be carried out with the prior consent of Futron.

If Futron agrees to the proposed measure, Futron bears the costs incurred in carrying out the measure. The buyer is obliged to collect the new product from the nearest Futron dealer himself, unless otherwise agreed.

§ 5 Requirements and exclusions

(1) The prerequisite for the effectiveness of this warranty is professional installation and maintenance in accordance with the operating instructions and the recognized rules of technology (e.g. by a master workshop or an authorised specialist company) as well as compliance with the operating instructions and the use of Futron products in accordance with the technical instructions and care instructions from Futron.

This includes, but is not limited to,

- that water brine pipes, especially before product installation or after construction work, are properly rinsed according to the applicable standards,
- installations correspond to the enclosed diagrams and
- the working pressure and frost protection in the water/brine network are checked for technical specifications and otherwise correspond to the current state of the art.

(2) Assembly instructions, instructions for use and care are enclosed with each product and are available at www.futron-gmbh.de/login after prior registration.

(3) The warranty does **not** extend to:

- Wear parts, e.g. seals;
- fragile parts such as glass, incandescent lamps or the like;
- Consumables such as batteries, filters or oils or the like;
- slight deviations of the Futron products from the target quality, which have no influence on the use value of the product;
- Dirt flushing, water hammer, frost damage, limescale deposits, operating and operating errors, damage due to lack of oil, lack of water and brine or aggressive environmental influences, chemicals, cleaning agents;
- Defects in the product caused by installation, transport and trial operation of the purchased item as well
- exhibition products etc.

(4) The validity of the warranty **ends** at:

- failure to comply with the assembly, maintenance and operating instructions provided or available at www.futron-gmbh.de/login;
- installation, maintenance, repair or care by unqualified persons;
- product damage caused by the seller, installer or third parties;
- damage due to normal wear and tear or wilful or negligent damage;
- improper installation or commissioning or use;
- lack of or incorrect maintenance;
- products that have not been or will not be used in accordance with their intended purpose (see assembly, maintenance and operating instructions);
- damage caused by force majeure or natural disasters, in particular, but not exclusively, in the event of floods, fires or frost damage of all kinds.

(5) Non-applicability of the warranty

If a product defect is not covered by this warranty, the costs incurred for shipping and transporting the product must be borne by the purchaser. In addition, the purchaser must bear the costs, including any labour costs, associated with the inspection of the product, as well as the cost of removing and reinstalling the product. If the purchaser wishes to have the repair carried out after being informed about the non-intervention of the warranty and the anticipated costs resulting from the repair, he must also bear the costs for the spare parts and labour costs.

§ 6 Legal rights

In addition to the rights arising from the warranty, the consumer is also entitled to statutory rights. The warranty also does not affect the rights that the purchaser has against the dealer from whom the buyer purchased the product.

§ 7 Place of Performance, Jurisdiction, and Applicable Law

This warranty shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. Place of performance for the obligations under this warranty is Berlin, Germany.

FutronGmbH
Elisabethstraße 29
08491 Netzschkau
Germany

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FutronGmbH
Elisabethstraße 29
08491 Netzschkau
Deutschland

Telefon: +49 (0) 3765 / 38 01 83-0

Fax: +49 (0) 3765 / 38 03 29

E-Mail: info@futron-gmbh.de

Web: www.futron-gmbh.de