

WALTER ROLLER GMBH & CO. Postfach 100330 D-70828 Gerlingen

Fabrik für Kälte- und Klimageräte

Walter Roller GmbH & Co.  
Lindenstraße 27-31  
D-70839 Gerlingen

## SALES AND DELIVERY CONDITIONS

All our transactions are subject to the following conditions which at the same time exclude all purchasing conditions of the buyer, unless a special written agreement has been made for an individual case.

1. Our offers are subject to alteration without notice.
2. Heat load calculations and determination of machine capacities are made without engagement.

Publications, drawings as well as dimensions and weights included therein are not binding, unless they are specifically confirmed by us.

Any printing error, obvious mistake, error in writing and in calculation are without obligation for us.

3. We reserve the right of property and copyright on offers, drawings and other documentation. They must not be supplied to a third party, especially to companies with which we are in direct or indirect competition.
4. All prices are to be understood ex works, excluding packing, subject to increased labour costs, material or taxes at the time of invoicing. Deliveries, included contingent prepaid ones, take place at the risk of the receiver. Unless the receiver provides shipping instructions, the method of shipment is left to our discretion.

Telefon: (07156) 2001-0  
Telefax: (07156) 2001-26

Banken:  
Württ.Handelsbank Stuttgart (BLZ 600 905 00) 81 446 004  
S.W.I.F.T.-Code DGZB DE SG  
Dresdner Bank AG. Stuttgart (BLZ 600 800 00) 9 025 704  
S.W.I.F.T.-Code DRES DE FF 600

Walter Roller GmbH & Co.  
HRA 1264 Ludwigsburg  
Persönlich haftende Gesellschafterin  
Roller GmbH, HRB 1238 Ludwigsburg  
Firmensitz: Gerlingen  
Geschäftsführer: Joachim Reule, Werner

5. Statements on delivery time have to be considered as approximation.

The delivery time can be respected if the buyer has fulfilled his obligations. It will be delayed in case of modification or supplement on the order subsequently proceeded upon the buyer's requirement. This is also available in case of unforeseen events, force majeure, strikes, etc... In this case and if we are not responsible for the circumstances, we are entitled to withdraw from the contract wholly or partly, with exemption from claims of the buyer for damages.

The buyer can cancel the contract only in case of violation of the obligations by the seller. The buyer can claim a compensation for the delay or the impossibility to deliver only in case of premeditation or gross negligence of the seller.

Partial deliveries are allowed.

6. The information on the efficiency, manufacture and use of our products, the technical advice and any other information are supplied according to our best knowledge but do not discharge the buyer to make his own controls and trials.

The buyer must notify in written within 8 days from the receipt of the goods, any perceptible default including the transport damages ; for the hidden defaults, he must notify the default in written within 8 days from the observation time.

Upon receipt of the goods, any missing specific technical document or material (instructions for installation, instructions for use, commissioning rules, etc...) has to be also claimed within 8 days from the receipt of the goods. Beyond this time, the right to the warranty and to the cancellation of the contract according to §§ 478 ff BGB (Bürgerliches Gesetzbuch : German law book) is excluded. To be in the appointed time, it is sufficient to send within the time limit. The buyer will provide the proofs of the subject of his claim, in particular the default itself, the precise moment of observation and has to be in the claiming time.

If the claim is founded, we will decide either to replace the part or to repair the default. Any kind of claims for warranty becomes inapplicable if, without our agreement, the buyer has attempted to repair eventual defects. No warranty is granted for frost damage on heat exchangers operated with water. We grant a warranty for the parts which are not manufactured by ourselves according to the manufacturers' delivery terms.

If the repair or the replacement is not possible, unreasonable or has definitively failed, the buyer can ask the cancellation of the contract or a reduction on the purchase price. In case of minor defects, the buyer cannot withdraw from the contract.

Continuous claims against ourselves and our employees, the right to compensation for direct and indirect damages, loss of profit as well as requests for warranty are excluded, unless the buyer can prove a big negligence or a premeditation from our side, if a warranty was promised to the buyer or if it is a case under the law of the product liability.

The warranty duration for new goods is one year from the delivery date.

7. Payment terms (if needed)

A received payment will always be credited against the oldest due invoice.

Only the uncontested claims, valid, observed or agreed, enable the buyer to a compensation. The buyer can apply his retention right only according to the same contract agreements.

8. All items supplied by us remain our property until all the buyer's obligations are fulfilled. If the provision goods are resold, our buyer transfers to us as of now the outstanding debts which accrue to him at the third party or parties from reselling, in order to secure our claims. Pledging or conveyance of the provision goods as security is prohibited.

9. The buyer agrees to these terms by accepting the delivery.

10. The domicile and place of jurisdiction for all complaints on the contract is in our headquarters in Gerlingen, Germany.

11. German law shall apply.

In case of disputes, the German tenor of these terms shall prevail.