

**WAVIN Hungary Kft.****GENERAL TERMS AND CONDITIONS OF DELIVERY - 2017**  
(hereinafter referred to as "GTCD")**I GENERAL SECTION****1 Applicability and definitions**

- 1.1 These general terms and conditions shall apply to every legal relationship between Wavin Hungary Kft. (hereinafter "Wavin") and its client (hereinafter "Client") which concerns sales, provision of services, contracting of work and/or any other performance by Wavin to Client. In respect of any contract to be concluded between Wavin and Client the GTCD of Wavin shall prevail. Application of these Terms and Condition may only be omitted if and to the extent that Wavin and Client agree in the differences in a separate contract. In the event of any conflict between the terms of these Terms and Conditions and any provisions included in the Contract, the latter shall prevail.
- 1.2 In these Terms and Conditions the following terms shall have the following meaning: 1) Products: all items which Wavin supplies or arranges to be supplied to Client pursuant to an Agreement, including associated components, designs, drawings and models. Where applicable, a reference to Products may also comprise a reference to associated Services; 2) Services: all activities, which Wavin performs according to the agreement concluded with Client, or arranges to be performed in accordance with the order placed by Client, whether or not such services are provided in return for payment; Client 3) Performance: any performance which Wavin delivers pursuant to or arranges to be delivered according to, the agreement concluded with Client, such as Products, Services and/or Works in whatever form and/or the results thereof and/or all activities necessary for that purpose, in implementing the agreement in full.

**2. Offers and orders**

- 2.1 Any order placed by Client shall only be considered accepted if confirmed by Wavin in writing. In case Wavin has not confirmed separately in writing any agreement concluded orally or on the telephone, the invoice submitted by Wavin shall be considered to be a confirmation.
- The offers of Wavin shall, first of all in respect of quantity, price and date of delivery, be non-binding.
- 2.2 Wavin shall be entitled to accept or reject orders or assignments from Client at its discretion Client.
- 2.3 Client's general terms and conditions shall not apply to the agreement and are hereby expressly rejected by Wavin, regardless of whether Client refers to those terms and conditions in a request for a quotation or other communication addressed to Wavin.
- 2.4 All pictures and specifications of Performances in Wavin catalogues, price lists, advertisements and suchlike are estimates. Wavin does not guarantee the accurateness of the details with regard to weight, dimensions, capacity and so on. All models, samples or examples, showed by Wavin, shall be deemed to be an estimate. The nature of the Performance to be delivered may differ from this.
- 2.5 Wavin shall always be entitled to make unilateral changes to the Performance in order to improve

it or in order to adhere to official regulations.

- 2.6 Client shall notify Wavin immediately of any apparent errors or defects in constructions, procedures, building materials, components, auxiliary materials, contract documents, drawings, designs and calculations relating to the Performances, which Wavin intends to supply or apply according to the documents provided to Client. Wavin shall not be responsible for any damage arising out the failure of such notification.

### **3 Delivery times**

- 3.1 Client shall ensure that Wavin is timely provided with the information required for proper execution of the Agreement, in accordance with any instructions from Wavin to this effect, and shall notify Wavin of official regulations and circumstances of a special nature insofar as these are relevant to Wavin regarding such implementation.
- 3.2 Wavin undertakes to perform delivery by the deadline set forth in the confirmation.
- 3.3 Wavin's obligation to deliver shall always be valid provided that Wavin, too, receives the delivered goods in a timely and proper manner.
- 3.4 Any hindrance occurring in the delivery due to force majeure or any even not caused by Wavin, including, first of all, breakdowns, strikes, measure taken by authorities, subsequent termination of the possibilities of transportation from or to the premises of the company and the reservation as per the previous sentence relating to delivery to Wavin, shall, for the period of the effects and to the extent mentioned above, exempt Wavin from observing any delivery and loading deadline that may have been agreed upon. The aforesaid hindrances shall entitle Wavin to waive the contract without Client being entitled to any claim for compensation or otherwise. Should any court or authority rule differently from the aforesaid, Wavin's liability for compensation and/or otherwise shall not exceed the net amount of the value of the disputed goods delivered by Wavin to Client.
- 3.5 Should there be any hindrance in delivery due to any force majeure and should Wavin exceed the agreed delivery or loading deadline, Client shall ensure for Wavin at least 2 weeks' supplementary timeframe. Should Wavin not observe the aforesaid supplementary deadline in a culpable manner, Client shall be entitled to waive the contract but shall not be entitled to enforce any claim for compensation arising out of the non-performance or delay. Should any court or authority rule differently from the aforesaid, the parties agree already now that the Wavin's liability for compensation and/or otherwise shall not exceed the net amount of the value of the disputed goods delivered by Wavin to Client.
- 3.6 Client or Client's authorised representatives shall, at a performance date communicated by Wavin, appear at the premises of Wavin for taking the goods over. If Client or Client's authorised representative fails to appear at the above date for taking the goods over, the counter value of the goods becomes due and Wavin shall, with taking the goods into responsible custody, be entitled to issue an invoice of the goods and Client shall not refuse paying such invoice. Furthermore, Wavin shall also be entitled to claim compensation from Client for its damage that may arise from the above.

### **4 Processing of Products/Services supplied**

- 4.1 Client shall store, apply and process the Products and/ or Services supplied by Wavin in accordance with the requirements of good and sound craftsmanship.

- 4.2 Client shall comply with all instructions and regulations issued by Wavin and the (local) authorities in respect of (product) safety. Client shall provide proper health, safety, security and environment information to all persons, including but not limited to, Client's employees, contractors and customers, as required by law or which Client foresees may be exposed to the Products. Client shall indemnify Wavin against all costs and damages (including any penalties imposed by the competent (governmental) authorities) which were incurred or suffered by Wavin because Client failed to fulfil its obligations under this provision.
- 4.3 If Client, in following up or implementing a Service supplied by Wavin, deviates from this Service, this shall be at Client's expense and risk, unless Wavin expressly approved this deviation in advance in writing.
- 4.4 If Client processes the Products supplied by Wavin in a manner that contravenes the law, by-laws, permits and/or safety instructions and regulations supplied by Wavin, any damage arising therefrom shall be borne by Client.
- 4.5 Before Client processes the Services and/or Products supplied by Wavin, Client shall check and investigate itself any technical parameters applied by Wavin, or arrange for this to be done, by means of an inspection and, furthermore, by using all the technologies and tools that are customary in the relevant sector in accordance with the latest scientific and technical knowledge.
- 4.6 If the requirements of good and sound craftsmanship demand the processing of greater or different quantities of Products than is stated in Wavin's offer, quotation, order confirmation and/or Service, or demand a greater or different deployment of labor and equipment than was originally calculated by Wavin and/or Client, the latter shall be fully responsible for this, to the exclusion of Wavin.
- 4.7 Client shall act in the spirit of the Mexichem Code of Ethics which is published at [www.wavin.com/web/about/governance.htm](http://www.wavin.com/web/about/governance.htm). Upon request Wavin shall send a paper copy.
- 4.8 Client agrees and undertakes that in connection with the agreement, it will comply with all applicable laws, rules, regulations, decrees and/or official orders of any relevant jurisdiction relating to anti-bribery and anti-money laundering.

## **5 Prices and payment**

- 5.1 All prices shall exclude VAT are based on delivery EXW (in accordance with the currently applicable ICC Incoterms) and exclude packaging. Payment shall be made in accordance with the offer of Wavin.
- 5.2 If no price was expressly agreed, the price stated in Wavin's most recent price list shall apply.
- 5.3 Should the cost of production increase by more than 5% between the date of the order and that of the performance, Wavin reserves the right to enforce the part of the cost increase over the 5% in the counter value of the product. Client shall not be entitled to contest the agreement because of the aforesaid stipulation.
- 5.4 If, following the conclusion of the Agreement, a change occurs, in addition to the increase of the production costs as indicated in Article 5.3, in raw material prices, taxes, wages, levies, premiums of any kind, whether or not imposed by any authority, Wavin shall be entitled to amend the agreed price unilaterally. If Wavin exercises its above right and wishes to increase the agreed price, Client

shall have two (2) weeks to terminate the agreement. Client shall not be entitled to claim any compensation from Wavin on that account.

- 5.5 The counter value shall be paid in cash or by means of bank transfer to the Supplier's bank account indicated on the invoice issued at the time performance, within 30 days of receipt of the product. Payment of the counter value shall be considered performed if such counter value is credited to the bank account of Wavin. In case any scheduled performance Wavin shall be entitled to issuing partial invoices. If the proper course of business is not ensured by Client and, first of all, if Client becomes the subject of collection of debts or execution, or it fails to perform its payment obligations in due time or completely ceases to perform such obligations, or any procedure for arrangement or any insolvency (bankruptcy or liquidation) procedure to be conducted in court or out of court is instituted against it, Wavin shall be entitled to declare all of its claims arising out of the business relationship immediately due. The same goes for the case if Client fall into delay with its payments to Wavin or any other circumstance becomes known as a result of which its creditworthiness seems to be questionable. In addition, in such a case Wavin shall be entitled to demand paying in advance or providing a security or to waive the contract.
- 5.6 Client shall only be entitled to any set-off, retention or reduction if its related counter claims have been established by a final judicial judgement or expressly acknowledged by Wavin in writing.
- 5.7 Unless Client objects to an invoice within 15 (fifteen) days of the invoice date, that invoice shall be deemed to have been accepted. If Client fails in its obligation to pay as referred to in Article 5.6, Client shall be in default de jure and all other claims of Wavin shall be immediately due and payable in full. In such case, Client shall owe the default interest prevailing between business associations over the outstanding amounts until payment has been received in full, without prejudice to any other rights which Wavin is entitled to under the laws and the Agreement, including, but not limited to, full performance of the Agreement and the right to compensation. Any turnover bonus or discount scheme shall only be due and payable after Client has fulfilled all its obligations towards Wavin. If Client fails to perform or fails to perform in a timely mannery one or more of its obligations under an Agreement, then, in addition to the agreed price and costs, all costs incurred in obtaining satisfaction paid shall be borne by Client, including also be understood the cost to develop and send collection letters, doing a settlement proposal and gathering information.
- 5.8 Wavin shall be entitled, at its own discretion, to demand advance payment or other provision of security from Client and Client will meet such a request. Wavin shall be entitled to suspend the execution of the Agreement until this has been provided, without Client being entitled to claim any compensation.

## **6 Force majeure**

- 6.1 If Wavin is unable to fulfil its obligations under the present Agreement due to force majeure, Wavin shall not be liable for the non-fulfilment. If fulfilment has not become permanently impossible, the obligations shall be suspended for the duration of the force majeure situation. If the period during which fulfilment is impossible exceeds two (2) months, both parties shall be entitled to terminate the Agreement forthwith, without Client being entitled to claim any compensation on that account.
- 6.2 If, when the force majeure occurs, Wavin has already delivered part of the Performance or can only fulfil its obligations in part, Wavin shall be entitled to invoice the part already delivered or the part to be delivered separately and Client shall be obliged to pay this invoice.
- 6.3 Force majeure on Wavin's part shall exist, inter alia, in the event of restrictive official measures,

strikes, a lack of raw materials, illness, delays, transport problems, a (threat of) war, (full or partial) mobilization, riots, sabotage, floods, fire or other forms of destruction within Wavin's business, lockouts and breakdowns of machines or tools or other breakdowns within Wavin's business. Force majeure on Wavin's side shall also exist if one or more of the aforesaid circumstances occur within the businesses of suppliers and subcontractors of Wavin.

## **7 Defaults and Liability**

7.1 By signing the delivery note, Client or its authorised representatives acknowledge receipt of the product in terms of quantity and quality. In case of any complaint of Client related to the quantity or quality of the product, the parties shall take minutes of the handover-acceptance, such minutes to include the following:

- a) Deficiencies not frustrating receipt of the goods and the common agreement related to the elimination of such deficiencies;
- b) Reason of the frustration of the receipt of the goods.

The type and scope of the deficiency shall turn out from the complaint unambiguously.

Any goods objected to in a formally improper manner or not in due time shall be considered approved and received.

7.2 In case of complaints submitted properly and in due time and being justified in terms of their subject, Client shall be entitled to demand reasonable supplementary performance within a supplementary deadline. Wavin shall have the right to select whether it eliminates the deficiency (repair) or delivers proper goods instead (replacement).

7.3 In case any claim is enforced against Client by its own recipient or any consumer due to any deficiency of the goods that already existed at the time of the transfer of the delivery peril to Client and in respect of which any consumer laid, as an end consumer a complaint, this shall not substantiate any possibility for Client to enforce its counter claim that may arise against Wavin. Wavin shall not be liable against Client for the compensation of any claims for compensation arising out of any non-performance or default or in respect of the compensation of expenses incurred by Client as a result of trusting in the provision of the services.

7.4 Furthermore, Wavin shall not be held liable if:

- it was not given any chance to examine the defective Products on the spot and immediately after Client had discovered the defect;
- the Product was put in practice not according to the directives of Wavin provided in relation to commissioning.

7.5 The guarantee period shall last for six (6) months from the performance, provided that Wavin shall be held liable for twelve (12) months from the performance. Failure of observing the aforesaid deadline shall entail forfeiture.

7.6 The liability of Wavin is as set forth above and Client's any further legal claim or claim for legal remedy, in particular its right of waiver, is excluded. Should any court or authority provide otherwise than the aforesaid, the parties agree already now that the compensation liability and/or any other obligation of Wavin may not exceed the net amount of the value of the disputed goods delivered to Client by Wavin.

- 7.7 In respect of the properties of the goods the product description of the manufacturer shall be valid. Public declarations, appraisements or advertisements shall, in addition to the product description of the manufacturer, not be considered to be data relating to the properties of the thing purchased.

## **8 Termination and breach of contract**

- 8.1 Without prejudice to Wavin's rights under the agreement, these Terms and Conditions or pursuant to the law, Wavin shall have the right at any moment, without any obligation to send any notice of default, to suspend or terminate (further) performance of the Agreement concluded with Client if (i) Client fails to timely or fully fulfil one or more of its obligations towards Wavin or one or more companies affiliated to Wavin, or Wavin has reasonable reasons to assume that Client will not, not fully or not timely fulfil its obligations, (ii) Client has applied for or is granted a moratorium, Client has filed a winding-up petition or an order has been issued for Client's liquidation, or Client loses the power to freely dispose of its assets in other ways, (iii) an attachment is made against goods of Client, (iv) permits or licenses required for the implementation of the Agreement lapse or are revoked, (v) Client ceases its business, (vi) more than 50% of Client's share capital is transferred, (vii) any share capital of Client is transferred to a natural or legal person that manufactures or deals in products that are competitive with Wavin's products, (viii) the control over Client changes in any other way, (ix) Client is involved in any fraudulent, misleading and/or unlawful activities, or (x) Client, in Wavin's opinion, adversely affects the reputation, good name or goodwill of Wavin or Wavin's products.
- 8.2 In case of the occurrence of any damage caused by any breach of contract, Wavin may exclusively be obliged to pay compensation by taking the terms and conditions described in the present contract into account and only and exclusively if Client proves that the Wavin caused the damage unlawfully and the occurrence of the damage can be brought up against Wavin. If Client refuses to take the ordered product over, it shall pay 15% of the gross invoice value to Wavin as penalty. If Client fails to fulfil its contractual payment obligation in due time, Wavin shall, at its discretion, be entitled to suspend the performance of any further order and/or to waive the contract, and/or demand payment of the prevailing default interest for the period of the delay, such default interest defined for business associations in the Hungarian Civil Code, and/or to apply other legal consequences determined in the present General Terms and Conditions of Delivery.

## **9 Intellectual property rights**

- 9.1 All intellectual property rights in respect of the Performance delivered or owned by Wavin to Client, as well as any results ensuing therefrom shall remain with or be vested in Wavin, and Client shall not obtain any right in such intellectual property rights. Wavin's intellectual property rights shall include inter alia all trademarks, trade names, logos, designs, symbols, emblems, distinguishing marks, slogans, service marks, copyrights, patents, models, drawings, know-how, information, business plans, marketing strategies and any other proprietary material of Wavin, whether or not suitable for registration or trademark application (hereinafter "IPR"). The IPR may not be used, copied or made available to third parties by Client, without Wavin's express prior written consent.
- 9.2 Client shall not do or omit anything that may harm, jeopardise or detract from Wavin's IPR. In particular, Client shall not: (a) alter, remove or disfigure IPR or other means of identification of the Performance delivered by Wavin, (b) use Wavin's IPR in such a way as to affect their distinguishing character or validity, (c) with regard to the Performance delivered by Wavin, use trademarks other than Wavin's without Wavin's express prior written consent, or (d) use trademarks or trade names that correspond to trademarks or trade names of Wavin that may thus result in confusion or deception.



- 9.3 Client shall inform Wavin immediately and in full of any actual, expected or envisaged infringement of the IPR that comes to Client's attention.
- 9.4 Client shall indemnify Wavin against all third-party claims on account of any (alleged) infringement of an industrial property right relating to the manufacture, supply or use of a Performance that has been produced or carried out in accordance with Client's specifications, or materials, drawings, models, instructions, etc., made available by Client. Client shall compensate Wavin for any and all damages, which has incurred to will incur to Wavin as a result thereof, including the costs of defense. In such event, Wavin shall be entitled to suspend the execution of the Agreement, or to immediately terminate the Agreement, without Client being entitled to claim any compensation on that account.
- 9.5 To the best of Wavin's knowledge, Wavin's Products and Services do not infringe intellectual property rights of third parties. However, Wavin shall not be liable towards Client in the unlikely event that the Products or Services do infringe intellectual property rights of third parties. Wavin is under no obligation to indemnify Client in this respect.

## **10 Secrecy and publicity; Data (transfer)**

- 10.1 Client shall refrain from making communications to third parties in any way, whether or not for publicity purposes, that relate to the Agreement or to the implementation thereof by either party, except with Wavin's prior express written consent, which consent shall not be withheld on unreasonable grounds.
- 10.2 Client shall maintain strict confidentiality in respect of information which is or becomes known to Client from or regarding Wavin and/or contacts of Wavin. Client shall not give third parties the disposal in any form of, access to or any information about (the results of) the Performance delivered by Wavin or information and data carriers which are or have become available to Client in the context of the Agreement, and shall only disclose these to its staff insofar as this is necessary for the implementation of the Agreement. Client shall impose these secrecy provisions on its staff and/or on the third parties engaged by Client in the implementation of the Agreement.
- 10.3 After the Agreement has been implemented in full, this article shall remain in full force until the moment when Wavin releases Client in writing from the duty of secrecy.
- 10.4 Data supplied, whether personal or otherwise, by Client will be held and processed by Wavin, pursuant to its data quality and data security policies applicable from time to time, for the following purposes: to operate Client's account(s), to keep Wavin's customer records, for statistical analyses, to establish any identity or otherwise as required pursuant to applicable legislation, to assess Client's credit status and otherwise as considered necessary and appropriate by Wavin.
- 10.5 With due observance of the policies, mentioned in the previous paragraph, Wavin may disclose data relating to Client: to any Wavin affiliate or group company; to any (sub) contractor of Wavin performing services in connection with Client's account; as required or permitted by law.
- 10.6 Client acknowledges and agrees that by providing Wavin with any personal or proprietary data or information, Client hereby expressly consents to the transmission of such data or information over international borders as necessary for processing, such in accordance with Wavin/Mexichem's standard business practices.
- 10.7 Client's data shall be stored and retained in accordance with Wavin's data retention policy.

## **11 Applicable law and competent court; Trade controls and boycotts**

- 11.1 The Agreement shall be governed exclusively by the Hungarian law. The UN convention on international sales contracts (often referred to as the Vienna Sales Convention) shall not apply.
- 11.2 All disputes relating to the Agreement or any legal relationship arising from it shall be submitted exclusively to the Hungarian court competent, subject to the value limit, according to the location of Wavin's seat.
- 11.3 The provisions of this Article 11 shall survive termination of the Agreement between the parties and shall be deemed to constitute an independent agreement between Wavin and Client for all purposes and intents.
- 11.4 Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, regulations or decrees applicable to such party which relate to foreign trade control, export controls, embargos or international boycotts of any type.
- 11.5 Client shall not export, re-export, re-sell or transfer any Product to any individual, entity or location subject to UN, US or EU sanctions or embargos.
- 11.6 Client represents and warrants that it is not embargoed or sanctioned by the UN, US or EU ("Restricted Party"), nor is Client owned or controlled by, or acting on behalf of, a Restricted Party, nor is Client located in a restricted jurisdiction.
- 11.7 Client acknowledges that Wavin reserves the right to review any transaction for export restrictions after the sale and cancel any transactions based on the results of this review, without any liability whatsoever towards Client.
- 11.8 The invalidity of certain provisions of the General Terms and Conditions of Delivery shall not affect the validity of the other provisions. Any invalid provision shall be replaced by valid ones being suitable for implementing, as fully as possible, the business goal intended to be achieved by the provision to be left out.

## **II SALE AND SUPPLY OF PRODUCTS**

If the agreement concluded between Wavin and Client also covers the supply of Products, the following provisions shall apply in addition to the above provisions. In the event of conflict between the above provisions and the following provisions, the latter shall prevail to the extent the supply of Products is concerned.

### **12 Delivery**

- 12.1 Deliveries shall be made EXW in accordance with the most recent version of the ICC Incoterms.
- 12.2 If delivery on demand has been agreed, Client shall purchase all the Products within 12 months of the conclusion of the Agreement, or at least Wavin shall be entitled to invoice these Products as having been purchased within the aforesaid period.
- 12.3 Wavin shall be entitled to deliver orders in parts. Where such is customary, Wavin shall be free to supply up to 10% more or less than is stated in the order (confirmation) and to invoice accordingly.



- 12.4 Client shall be obliged to take delivery of the Products on the agreed date or in any case without delay as soon as these are reported ready for delivery by Wavin. If Client does not accept the delivery, or if Client is negligent as to the required information or instructions needed for the delivery, Wavin will store the Products for the risk and account of Client. Client shall be liable for all the resulting costs and damage, including but not limited to the costs of storage and redelivery.
- 12.5 The risk of the Products shall pass to Client at the moment when the Products are delivered at the agreed location in conformity with the Agreement, and in the absence of such a provision in conformity with the delivery condition applicable pursuant to Article 12.1. Where delivery is delayed due to circumstances caused by or within the responsibility of Client, risk of loss shall pass to Client upon Wavin's notification that Products are ready for dispatch.
- 12.6 Wavin shall be entitled, in deviation from the Products ordered by Client, to supply different products, provided that these products are of a comparable nature in terms of quality and functionality, whereby Wavin shall guarantee that equivalence towards Client.

### **13 Transport**

If, in derogation from Article 12, Wavin arranges for the transport, this transport shall take place to only one central address, even if the Products are meant to be distributed among various locations. Client shall enable Wavin or the carriers engaged by Wavin on all working days to actually deliver the Products, and shall do everything possible in that context to prevent and limit waiting times. In unloading and receiving delivery of the Products, Client shall assist Wavin or the carrier engaged by Wavin at Client's expense, inter alia by making mechanical equipment available. In that case Wavin shall not be required to transport the Products to be delivered beyond the point which the vehicle can travel across passable and safe terrain.

### **14 Retention of title**

- 14.1 All Products supplied and still to be supplied by Wavin shall remain the exclusive property of Wavin until all the claims which Wavin holds or will obtain against Client in relation to any Agreement for the supply of Products, including any connected delivery of Services as well as any claim resulting from a breach of Client of such Agreement, have been paid in full. As long as the title to the Products supplied or to be supplied has not passed to Client, Client shall not be entitled to pledge or grant a security right in the Products to a third party.
- 14.2 Client shall be obliged to: 1. store the Products supplied by Wavin carefully and marked as Wavin's property; and 2. at Wavin's first request co-operate with any and all reasonable measures that Wavin wishes to take as an additional security with respect to the Products and which do not unreasonably hinder Client's normal business operations.
- 14.3 Client indemnifies Wavin for any and all consequences of theft, loss or damage of the Products, to which retention of title applies.
- 14.4 If Client fails to fulfil an obligation towards Wavin, or gives Wavin good cause to assume that Client will fail to fulfil those obligations, Wavin shall be entitled to repossess the Products supplied subject to retention of title, or arrange for this to be done, even if these are to be detached from other items. The costs of the repossession shall be borne by Client, without prejudice to any other rights which Wavin may invoke.
- 14.5 The previous sections shall reasonably relate to Client's entitlement to process the goods delivered by Wavin. In the course of processing, Client shall not acquire ownership of the products

manufactured partly or completely; processing for Wavin shall take place free of charge. Should the retention of title still become terminated for any circumstance whatsoever, Client and Wavin agree already now that the ownership of the products shall transfer to Wavin by processing.

- 14.6 In case any product of Wavin subject to the retention of title is processed together with goods still owned by any third party, Wavin shall become co-owner in respect of the products newly generating. The extent of co-ownership shall be determined by the proportion of the invoice value of the goods delivered by Wavin to the invoice value of the other goods.
- 14.7 Client transfers its claims arising out of the resale of goods subject to the retention of title already now to Wavin. The same rules applies to any co-ownership legal relationship established by processing. In case any third party becomes entitled to enforce any claim relating to goods subject to the retention of title or receivables transferred to Wavin, Client shall draw its business partners' attention to Wavin's property/right and shall notify Wavin forthwith. Any cost incurred in the course of the aforesaid (return delivery, etc.) shall be borne by Client.
- 14.8 Client shall inform Wavin of any receivables transferred to Wavin and the debtors of such receivables and shall make the documentation necessary for enforcing the claim available. Subsequently, Wavin shall be entitled to publish the transfer at its own discretion.
- 14.9 In case of any conduct being in contrary to the contract, first of all, in case of any delayed payment, Client shall, upon the first demand of Wavin, hand over to Wavin any goods still being in its possession and subject to the retention of title and shall transfer to Wavin its claims that may exist against any third party in connection with the goods subject to the retention of title. Taking back the goods subject to the retention of title and taking possession by Wavin shall not include waiver of the contract.

### III SERVICES

If the Agreement concluded between Wavin and Client also covers the supply of Services, the following provisions shall apply in addition to the above provisions. In the event of conflict between the above provisions and the following provisions, the latter shall prevail to the extent the supply of Services is concerned.

#### 15. Supply of Services

- 15.1 Wavin shall endeavor to provide the Services in accordance with the latest technical knowledge and the requirements of good and sound craftsmanship. The Services shall be provided on the basis of information supplied by Client, whereby Client guarantees the correctness and completeness of this information. All consequences of this information turning out to be incorrect and/or incomplete shall be entirely at Client's expense and risk.
- 15.2 The Services shall always be project specific and based on the purchase and application of the Products produced and/or supplied by or on behalf of Wavin. Client shall not be allowed to use the Services provided by Wavin in combination with third-party materials, or at least the consequences of such conduct shall be entirely at Client's expense and risk.
- 15.3 All copyrights, patents and other IPR with regard to the Services, including any associated methodologies, technologies, documents and other information or knowledge, shall be or remain vested in Wavin. Where necessary, Client shall be entitled to a non-transferable, non-exclusive and free license for the agreed use of these rights.

## **16. Liability regarding Services**

- 16.1 The Services supplied by Wavin shall be on an 'as is' basis and Wavin's liability for such Services or any inaccuracies or omissions concerning the designs, recommendations, stated dimensions, technical data sheets, samples, inspections, drawings, calculations, calculation recommendations and/or other documentation which Wavin made available in the context of the Service shall be fully excluded if, with regard to the Service concerned, no corresponding Agreement for the purchase/ sale of Products was concluded with Client or if the Services concerned were provided free of charge.
- 16.2 Client shall check the Services regarding possible faults or omissions, as soon as the Services are executed or available to Client. Client shall report any such possible fault or omission in writing to Wavin within seven days after the respective Services were rendered. If Client could reasonable not have discovered such fault or omission within these seven days, Client shall report them in writing ultimately seven days after the actual discovery thereof.
- 16.3 All Client's rights and claims regarding the payment of a sum of money and/or the rectification of the Services supplied, on whatever grounds, as well as any right of Client to terminate the Agreement, shall lapse if (a) in the event of an overdue report pursuant to Article 17.2; (b) Wavin has not been given the opportunity immediately to check the validity of the complaint on location or arrange for this to be done, and/or (c) if 12 (twelve) months have passed since the performance of the Service concerned.

The present General Terms and Conditions of Delivery shall be valid from 06 March 2017 to their withdrawal.