

AMEX SANIVAR

Terms & Conditions

Application of Conditions

1.1 Unless other terms are specifically accepted by Amex Sanivar AG (“Company”) in writing all and any Business undertaken by the Company is transacted subject to the following conditions. No addition to or variation of or exclusion of these conditions or any of them (whether contained in any official order form from any Customer or otherwise) shall be binding unless such addition, variation or exclusion has been expressly and specifically accepted in writing by the Company.

1.2 Order accepted by the Company may not be cancelled under any circumstances without the prior written agreement of the Company. Cancellation of goods to a Customer’s own specification will not be accepted and are subject to a cancellation fee. In the case the order value is reduced by over 20%, the Company is entitled to charge a cancellation fee of 60% of the reduction in order value. If the reduction in order value is less than 20%, the Company is entitled to charge a cancellation fee of 20% of the reduction in order value.

Delivery

2.1 Delivery times and dates are given in good faith and all reasonable endeavours will be made to comply with them but such dates and times are estimates only, do not form a term or condition of any contract and no guarantee is given in respect of them so that the Company is not liable for direct or indirect losses arising from any delay in delivery.

2.2 Delivery will be at such location as is agreed or if none is agreed at such location as the Company specifies. The Company reserves the right where appropriate to make delivery of goods ordered by instalments.

2.3 If for whatever reason the Customer fails to take delivery/collection of any goods governed by those terms and conditions (“Goods”) when the same are ready for delivery/collection the Company may at its option place in store or resell the Goods in question and in that event the cost of storage whether at the premises of the Company or the Company or of any third party will be borne by the Customer at rates current from time to time and will together with any additional insurance or double handling charges be added to and from part of the price for the Goods in question.

Prices

3 Prices shown on quotations or acknowledgements of orders are subject to alteration or withdrawal without notice. Owing to fluctuations in currency rates and costs of materials, the Company reserves the right to charge the prices

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ruling at the date of despatch. All prices quoted are exclusive of value added tax, which will be charged at the rate applicable on the date of invoice

Warranty

4 Amex Sanivar AG warrants its Pipeline Rehabilitation Products to be free from defects in material and workmanship for a period of twelve (12) months from the date of shipment. Within this period Amex Sanivar AG will repair or replace any part on site, or at the factory, which is proven to be defective at Amex Sanivar AG's cost. Furthermore, Amex Sanivar AG will warrant its material to be free from defect for an additional period of four (4) years (five [5] years from the date of shipment). Within this period, Amex Sanivar AG will replace any part which is proven to be defective, at no charge. First year - Freight, parts and labour covered. Remaining 4 years has now been expanded to also include freight and all parts.

4.1 This warranty applies to finished products only. Component parts being ordered for repair or replacement do not fall under the five (5) year warranty. Warranty for component parts will be 90 days from the date of shipment.

4.2 This warranty is valid only when the product has been properly installed according to Amex Sanivar AG specifications. The validity of this warranty also depends on proper usage and servicing of our products according to factory recommendations. It does not cover failures due to damage which occurs in shipments or failures which result from accidents, misuse, abuse, neglect, mishandling, alteration, misapplication or damage that may be attributable to acts of God as well as any ordinary wear. Amex Sanivar AG shall not be liable for incidental or consequential damages resulting from the use of its products.

All claims for warranty must first be approved by Amex Sanivar AG's Service Department at: support@amexsanivar.com or +41(0) 62 398 22 88

A valid Return Goods Authorization (RGA) number must be obtained from Amex Sanivar AG prior to commencement of any service work. Warranty work, which has not been pre-authorized by Amex Sanivar AG, will not be reimbursed.

4.3 Should any product sold by the Company prove defective by virtue of faulty materials or manufacture, the Company will replace the same free of charge provided it is notified in writing within 2 months of delivery unless otherwise stated on a document accompanying any particular Goods. This warranty applies only to faulty constituent part in any Goods and not to incidental damage or consequential loss nor to labour nor to delivery of damaged goods to the Company for repair or replacement. This warranty is without prejudice to any rights implied by statute or common law.

4.4 This warranty will not apply to any Goods which in the Company's reasonable opinion have been altered in any way, subjected to misuse or unauthorized repair, been improperly installed or connected or in respect of which any person (other than the Company) has failed to observe or perform any maintenance requirements or procedures. In addition, the warranty will not apply unless the Customer notifies the Company immediately of the defect or the suspected defect in any Goods comes to its knowledge or attention.

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The Company will honour this warranty for as long as there does not persist any breach by the Customer of any contract made with the Company.

Claims for Damage, Shortage or Loss

5.1 No claim for damage or loss of goods in transit or shortages in delivery can be accepted and all such claims will have deemed to have been waived by the customer unless separate notices in writing are given both to the company within 7 days of receipt of the goods in question and to the carrier concerned within that period or within any shorter time limit specified in such carrier's applicable terms and conditions of business.

5.2 Any errors or omissions in goods delivered will subject to notifications in accordance with clause 5.1 be corrected or rectified by the company as soon as reasonably practicable in such manner as it shall consider appropriate (whether by replacement, delivery of additions or alternative goods, repair or otherwise).

Return of goods

6 Once despatched goods may not be returned to the company without its written consent and such consent will only be given against a charge not less than 25% of the value of the goods in question, such charge to be not less than the amount of the Company's expenses in relation to such return.

Technical Advice

7 Although not qualified so to do the Company may at the request of the Customer (without being under any obligation to do so) furnish technical advice or assistance with reference to the use, repair or installation of any Goods sold by it but the same is furnished or given on the express understanding that is accepted as an expression of opinion in respect of which the Company and its staff have no specific relevant expertise or qualification and is therefore used or heeded at the Customers risk and the Company shall not be liable for any loss or damage or any claims of whatsoever nature arising directly or indirectly out of the Customer's use or application of such advice or assistance.

Settlement Terms

8.1 If required by the Company full payment will be made before delivery of any Goods and in any event all invoices will become due for settlement and be paid no later than 30 days after the end of the month in which the invoice date falls. All amounts shall be due and payable in EURO. Where delivery of Goods takes place elsewhere than ex the Company's works delivery charges will apply in such amount, as the company shall specify on orders.

8.2 Payment will be made in such a manner of form (cash, cheque, debit card, or BACS) as the Company shall specify in any case.

8.3 The Company reserves the right to charge interest on all overdue accounts at the rate of 5% for each month or part month during which such

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account remains outstanding interest being compounded with monthly rests. In addition, the Company reserves the right to recover all costs of collection arising in respect of overdue accounts.

Title and Risk

9.1 Until all money due from the Customer to the Company under any contract or agreement has been paid in full, legal and equitable title in the goods shall remain with the Company and the Customer shall be in possession of the Goods as Bailee.

9.2 Notwithstanding 9.1 the Customer is authorised to sell the Goods in the ordinary course of business as agent or on the account of the Company and to pass good title in the Goods to its customers and convert or incorporate the Goods into other goods or materials.

9.3 The Customer will store the Goods separately and ensure that they are clearly marked as belonging to the Company.

9.4 The Company may inspect and or recover the Goods at any time and for this purpose may enter into any premises where the goods are stored.

9.5 The authority to sell convert and incorporate given by clause 9.2 may be revoked at any time by the Company and will automatically determine if there is made a receiving or bankruptcy order against the Customer or (where the Customer is a limited company) it enters into liquidation or has a receiver appointed over any of its assets.

9.6 To the extent necessary to pay all money due to the Company whether under any contract agreement or arrangement the proceeds of sale of the Goods shall be received and held by the Customer on trust for the Company and at the Company's request will be paid into a separate bank account.

9.7 Risk in any Goods and the responsibility for their insurance shall pass to the Customer on the earlier of delivery or their release to a carrier.

Liability

10.1 Save as provided in clause 4 of this Agreement the Company will have no liability for damage or loss arising out of the sale to the Customer of the Goods of their use or installation by or for any person or otherwise under this Agreement save that this limitation shall not apply to any death or personal injury caused to any person and arising out of the negligence of the Company or its servants or employees not to any condition or term implied by statute or common law.

10.2 No liability is accepted for the contents of any advertisement, literature or promotional material of the Company or of any other person relating to or describing all or any of the Goods. All such advertisements, literature and promotional material are for general information purposes only, are approximate and subject to change and to differ from any goods sold by the Company from time to time.

10.3 Apart from the guarantee given under clause 4 above the Goods are not guaranteed or warranted and no representation or warranty expressed or implied is given as to the suitability or fitness of the Goods or any of them for

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any particular purpose so that in ageing to purchase them the Customer will be taken to have satisfied itself/himself/herself as to their suitability for any purpose for which they are intended to be used.

Termination

11.1 This Agreement will terminate immediately upon service of written notice of termination by the Company on the Customer if the Customer has either;

11.1.1 Committed an act of bankruptcy or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on his property or obtain against him or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has had a receiver, manager or administrator appointed over its assets undertaking or any part thereof or a resolution has been passed or petition presented to any Court for the winding-up of the customer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer; or

11.1.2 Failed to observe or perform any of its obligations or duties under any contract agreement or arrangement with the Company.

11.1.3 The termination of any contract agreement or arrangement between the Company and the Customer in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.

Force Majeure

12 The Company will have no liability to the Customer in respect of any loss or damage sustained arising out of any delay or non-delivery of any Goods, breach or delay in performance of the Company's obligations to the Customer to the extent that the same is due to circumstances beyond reasonable control of the Company including (but without limitation) strikes, lock-outs, industrial disputes, fire act of God, riots, war or any failure delay or breach or non-performance by any third party.

Applicable Law

13 The contract will be governed by and in accordance with the laws of Germany and the parties submit to the non-exclusive jurisdiction of the German Courts.