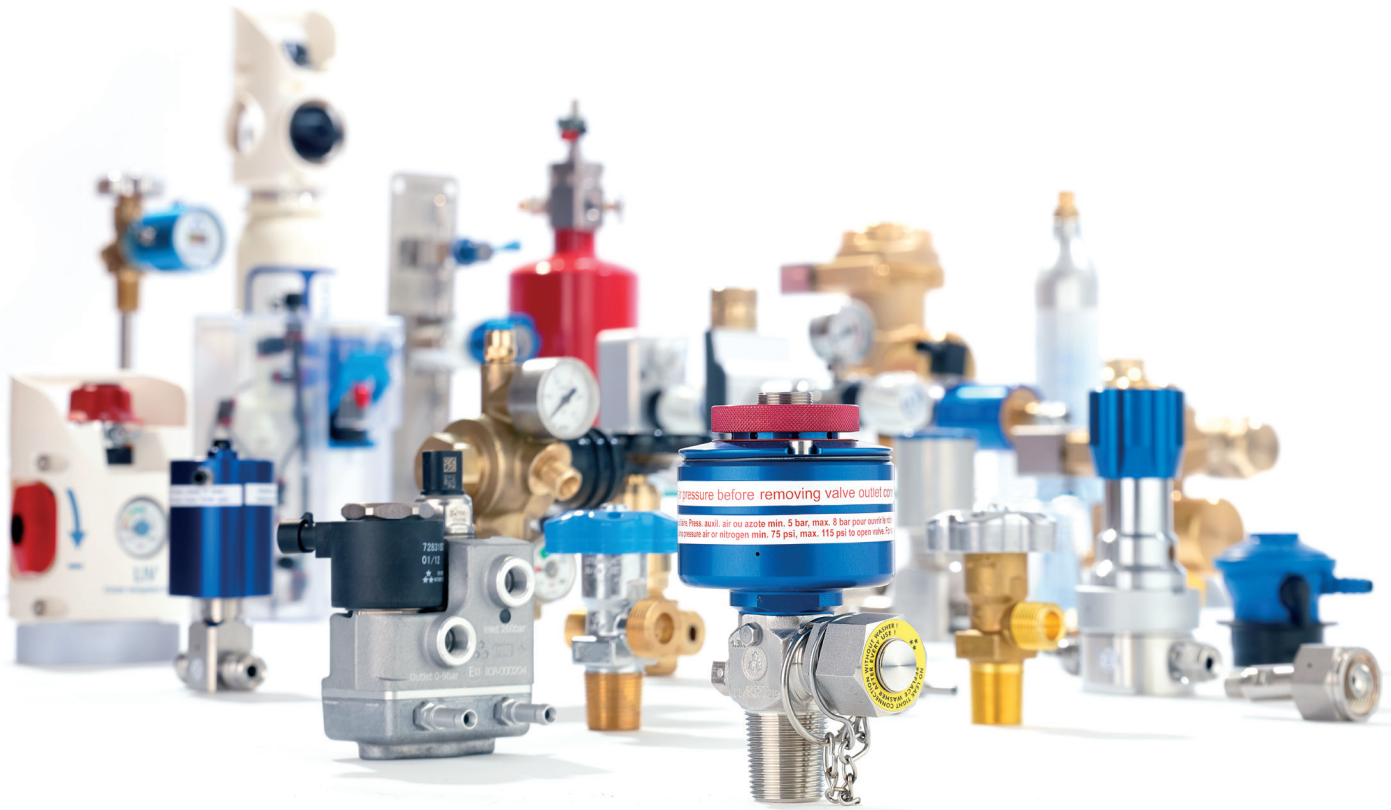




# ROTAREX

VALVES - FITTINGS - REGULATORS



**GENERAL TERMS AND CONDITIONS OF SALE**  
ROTAREX GROUP

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## 1. INTRODUCTION

These Rotarex general terms & conditions are only available on the Rotarex.com website. By purchasing the Rotarex products, you agree to be bound by these terms & conditions. Please read them carefully before accessing to Rotarex's website or obtaining any materials, Services or Products from Rotarex. If You do not accept all these Terms and Conditions, then you might not complete a successful partnership with Rotarex.

Rotarex may modify these Terms and Conditions for any reason at any time without any notice by posting a new version on its website. These changes do not affect rights and obligations that arose prior to such changes. Rights and obligations which arose after the modification of Terms and Conditions will be subject to the Terms and Conditions in effect at the time of Buyer's or Purchaser's use.

## 2. SCOPE

All Products and Services – as well as any other agreements and contracts which may have been concluded separately regarding Rotarex Products and Services - are subject to the present Terms and Conditions. Any deviating Purchaser - or any other - terms and conditions shall not become contractually binding, even after order acceptance. In the absence of any other specific agreement, a contract shall be deemed to be effective as at the day when Rotarex confirms the order in writing.

## 3. DEFINITIONS

**Contract:** The agreement for supplying Products and/or providing Services in accordance with (i) the Order Confirmation, (ii) these Terms and Conditions and (iii) any other special conditions which the parties agreed on.

**Buyer:** A party or legal entity who purchases Products and/or Services from Rotarex. It will also be referred to as "Purchaser" or "Customer".

**Expenses:** The costs incurred by the Seller for delivering (including loading and unloading), packaging, insurance, taxes, and any other costs which are payable in respect of the Products and/or Services.

**Export Controls:** All laws, regulations, codes and controls on the import and export of goods and/or services in and out of a country or relevant administrative area or applied by reason of the country of origin of the Products or part of them, including, Grand Duchy of Luxembourg's and European Union's military and dual-use lists and any similar list each as amended, supplemented or substituted from time to time.

**Incoterms:** The Incoterms® 2010 published by the International Chamber of Commerce as amended from time to time.

**Invoice:** The statement for the payable Price and costs of the purchased Products and/or Services by the Buyer.

**In writing:** Registered postal letter, e-mail, telefax and comparable means of telecommunication.

**Order:** The Buyer's purchase order.

**Order Confirmation:** The confirmation of the Order from the Seller containing the following items: description, Price, quantity, quality and any specification of the Products and/or Service as well as any special terms agreed by the parties.

**Payment Term:** This term, - which is stated in the Order Confirmation or on the Invoice – refers to the number of days in which the Price of the Products' and/or Services' payment is due.

**Price:** The price of the Products and/or Services in the Order Confirmation or where no price is stated, the price listed in the Seller's price list at the date of Delivery (excluding expenses).

**Product:** The goods/products – including any instalment of the product or any parts of them -, which the Seller must supply in accordance with the Contract.

**Restricted Party:** A person or entity that is listed on, owned or controlled by, or acting on behalf of, a person listed on a Sanctions List, or otherwise a subject of Sanctions.

**Rotarex Group:** Rotarex S.A. and its affiliated companies; which are a collection of parent and subsidiary corporations of Rotarex. Hereafter referred to as "Company", "Rotarex" or "Seller".

**Sales Agreement:** A sales agreement is a legal contract that obligates a Buyer to buy and a Seller to sell a Product and/or Service. An agreement of sale constitutes the Terms and Conditions of Sale of a property by the Seller to the Buyer. These Terms and Conditions include the amount at which it is to be sold and the future date of full payment.

**Sanctions:** Any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

**Sanctions Authority:** (i) the Security Council of the United Nations; (ii) the Department of State, the Department of the Treasury and the Office of Foreign Assets Control of the United States of America; (iii) the Council and the Commission of the European Union; (iv) any other relevant governments, departments, authorities, institutions or agencies.

**Sanctions List:** Specially Designated Nationals and Blocked Persons list maintained by the United States' Office of Foreign Assets Control, or any similar list maintained by or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time.

**Service:** The service, which the Seller is to provide in accordance with the Contract.

**Terms and Conditions:** The General Terms and Conditions of Sale as set out below.

**VAT:** Value Added Tax, which shall be payable at the prevailing rate on the date of invoice (if applicable).

## 4. ORDER

Orders must be sent to the Seller for acceptance by e-mail or in any other alternative way in writing. An Order initiated by the Buyer shall become effective only upon acceptance by the Seller in writing. Seller accepts or refuses Buyer's Order within maximum 5 (five) business days from the receipt of the Order. If the Seller does not answer or react on the Order – which was initiated by the Buyer - within five business days, this does not mean that the Seller accepted the Order. In this extraordinary case, the Buyer has the right to cancel/reject this Order without any consequence. An offer made to the Buyer by the Seller shall become effective only upon the receipt of the acceptance from the Buyer via e-mail or by any other means of documented communication. Any offer shall expire automatically the last day of its term of validity, and no automatic or implied extension shall be permitted. Any offer shall be valid for 1 (one) month as from the date of its issuance, as mentioned in such offer unless different written notice is given to the Buyer.

The validity term of any Price offer shall be the same as the validity term of its corresponding Products or Services offer. If any Order is received after the term of validity of the offer, the Seller shall have the right to reject such Order and, at its sole discretion, to make a new offer.

If requested by the Seller, the Buyer must state the name and contact details of a contact person. Any Order or modification of the Order addressed to the Seller shall be binding only after a written confirmation is provided by the Seller to the Buyer. Any cancellation or modification of a confirmed Order by the Buyer shall not be accepted unless approved by the Seller. In case of modification or resolution of the Order by the Buyer after execution of the Order has commenced, the Seller reserves the right to require the Buyer to pay for any finished parts and/or work in progress as well as any tools and/or supplies specifically acquired the Seller as to meet the Order. In case of a personalised Order, special conditions will be established.

Where the Buyer has supplied insufficient or incorrect information that affects the fulfilment of any Order, the Seller shall have the right to suspend performance thereof.

## 5. PRICE AND PAYMENT

Rotarex's Prices and rates exclude taxes, duties, depend on Incoterms and are without discount. For postage-paid or duty-free sales, any rate increases or fees arising after conclusion of this Contract shall be borne by the Buyer. In case of delivery against payment, all collection costs will be charged to the Buyer.

## 4 GENERAL TERMS AND CONDITIONS OF SALE

Unless otherwise agreed, payment shall be made without discount due to the payment term. Payment Term is indicated on the Invoice as well as on the Order Confirmation. The date of receipt of payment by the Seller shall determine whether this deadline has been met. The Buyer shall be obligated to pay interest on any late payment in the amount of 8 % above the base interest rate of Luxembourg Central Bank at the period of the delay.

Where market regulations usually require VAT to be charged, but the Buyer is exempt from it, the Buyer shall provide written evidence of such exemption attached to its Order. Where no certificate of tax exemption is provided by the Buyer, VAT shall be charged. All Prices shall be invoiced and paid in the currency indicated in the offer.

### 6. DELIVERY

The delivery date is stated on Rotarex's Order Confirmation. It is given for information purposes only, based on Free-Carrier; Incoterms® 2010 ("FCA").

Adherence to the delivery date by the Seller is conditional upon the prerequisites that all business and technical questions have been clarified between the parties and that the Buyer has fulfilled all its duties and obligations, such as providing necessary official certificates and approvals or advance payments. If these prerequisites have not been fulfilled, the delivery date shall be extended accordingly. This shall not apply where the Seller is responsible for the delay.

According to the quality process of the Seller, products are inspected at the factory and approved before delivery. Any changes to this process must be negotiated beforehand between the parties. Since goods are sold on an FCA basis, they are discounted to the Buyer or to the carrier - named by the Buyer or by the Seller-. At the express request of the Buyer of the latter, the Seller shall arrange for transportation. Goods are shipped at the cost and risk of the Buyer, depending on Incoterms. Delivery of Goods including the transfer of damage risk of Goods shall be governed by the applicable provision of Incoterm 2010, defined in the separate Agreement. It is the responsibility of the Buyer to check the status of packages and goods upon arrival to file – where necessary - any complaints against the carriers in a timely manner. Unless there are specific instructions from the Buyer on the mode and means of transport, these are made without any guarantee regarding the less expensive and/or fastest method.

For Products, the delivery date is deemed to have been observed at the time when the Product to be delivered leaves the Seller's factory and/or warehouse, or prior to the delivery date when a notification of readiness for dispatch is provided by the Seller. For Services, the delivery term is completed when the Seller has started to provide the agreed Service or if the Seller has completed all preparation before the Service provision.

If the dispatch or acceptance of delivery is delayed for reasons for which the Buyer is responsible, the latter shall be charged for the costs arising from the delay, commencing one month after notification of dispatch.

The delivery date shall be extended accordingly if failure to comply with the delivery date is the result of force majeure (Clause 12.), industrial disputes or other events that are outside the sphere of influence of the Seller. The Seller shall notify the Buyer about the start and end of any such circumstances as soon as possible.

The Buyer is entitled to withdraw from the Contract without notice if it becomes irrevocably impossible for the Seller to fulfil the completion of the order prior to the transfer of risk. The Buyer may also withdraw from the Contract if, in the case of an order, fulfilment of part of the delivery of the Product and/or Service becomes impossible and if the Buyer has a motivated reason in refusing partial delivery. If this is not the case, the Buyer shall pay the contractual price due for the partial delivery. The Buyer shall be obligated to pay compensation fees to the Seller if it becomes impossible for the Seller to deliver the Product and/or Service during the agreed delivery time due to the Buyer's sole and predominant liability, Partial delivery by the Seller is allowed, however Seller shall send a notification prior the delivery if the delivery of Goods will be made partially.

### 7. ORDER CANCELLATION

Cancellation or modifications of all or part of any Order are subject to the Seller's prior written consent. If cancellation or modification is allowed, the

Buyer agrees to pay to the Seller all expenses incurred and damage suffered by the Seller as a result of the cancellation or modification of the Order, plus a reasonable profit according to the following payment scheme:

- (i) If the Buyer cancels or modifies its Order after the Order but before the Seller's Order Confirmation, the Buyer shall pay 0% of the Price of the entire Order to the Seller.
- (ii) If the Buyer cancels the Order after receiving the Seller's Order Confirmation, the Buyer needs to pay fees as set forth below:

Cancellation time from the Order Confirmation Payable percentage (%) of the Price of the entire Order	Payable percentage (%) of the Price of the entire Order
< 2 weeks	25
2-4 weeks	50
4-6 weeks	75
> 6 weeks	100

If the Seller is able to offer the cancelled items to another Buyer, this act might reduce the payable percentage of the Price borne by the Buyer.

If the Buyer cancels the Order after the delivery of the Products, Buyer shall pay not only the 100% (one hundred percent) of the Price of the entire Order, but also all costs incurred by the Seller regarding the delivery.

### 8. RETENTION OF TITLE

Title to the Products shall remain with the Seller until it has been paid for in full, the Buyer assuming nevertheless care, custody and risk thereof from the time of delivery. The Buyer therefore undertakes to obtain at its cost and expense insurance coverage for all risk of loss, theft or destruction, whether partial or total of the Products, which shall be declared at their commercial replacement value. The Seller shall be designated beneficiary of any amount paid under the insurance contract in the event of any loss, theft or destruction. The Buyer agrees to provide the Seller, upon request, with evidence of such risk coverage. Furthermore, from the time of delivery of any Product, the Buyer shall bear all duties, taxes and charges relating to the use, detention or possession of such Product and shall, on demand, indemnify the Seller against all duties, taxes and charges arising from ownership of such Product.

### 9. INTELLECTUAL PROPERTY

The purchase of Products and/or Services by the Buyer shall not in any way grant the Buyer any right of reproduction and/or modification (including software), of all or part of any Product, nor of exploitation of any industrial or intellectual property rights.

The Seller shall retain all rights, including the rights of ownership and copyright to all samples, patents, quotations, drawings and similar information of a material and immaterial nature, including all such information in electronic form. Such samples and information shall not be made accessible to third parties.

The Seller agrees that information and documents which have been declared confidential by the Buyer shall only be made accessible to third parties after receipt of the Buyer's permission.

### 10. WARRANTY

The Seller gives a warranty on its Products against defects in materials and workmanship under normal use and service conditions for a period of twelve-months from the date of delivery to the Buyer. The Seller will, at his discretion, either repair the defective Product or supply a replacement against the return of the defective unit. The Seller is not liable for any other costs or loss of business however incurred, in particular Seller is not responsible for any misuse of the products by the Buyer.

This warranty becomes void if the Products are mishandled or damaged by malpractice or not used according to instructions or used with impurities exceeding internationally accepted standards.

Any Products delivered to the Buyer in a damaged condition shall be the subject of a full credit, replacement or repair either by the Seller or at the Seller's expense. If the reason of the damage is the transport, Incoterms 2010 defines whether the Goods shall be replaced or repaired at the Seller's expense. The decision on the course of action taken will remain with the Seller. In any case, the damage of the Products has to be proven and accepted by the Seller prior to any credit, replacement or repair.

To be valid, all claims must be communicated to the Seller within 30 (thirty) days from discovery of the defect affecting a Product. If the defect is visible the claim shall be communicated to the Seller within 30 (thirty) days from the delivery of such Product. Products returned to the Seller to be repaired shall be re-delivered with a warranty on replaced parts of 6 (six) months from the date of re-delivery, if such Products are no longer under warranty.

After the expiration of the warranty period to do the proper tests on the returned Products, the Seller charges a lumpsum fee – indicated before returning the Products – to be paid by the Buyer in order to offer a better support on the return of the goods by the Seller. The exact amount shall be defined in the quotation, which shall be sent by the Seller to the Buyer according to Rotarex's Return of Goods ("RoG") process.

The lumpsum fee includes a complete set of tests – i.e. internal and external tightness, seat inspection, torque control.

The aim of all those controls is to evaluate the current status of the concerned Product.

In addition to the lumpsum fee, and if any additional non-destructive test ("NDT") is required by the Buyer, the Seller will issue a quotation based on the actual costs of an external laboratory.

The Buyer will receive a quotation before sending the Products for investigation and will have to acknowledge the fee.

The warranty does not apply to defects arising after the term of the warranty period. The warranty shall become null and void on resale of a Product without the prior consent of the Seller.

## 11. DOCUMENTATION – SPECIFICATION SHEETS

The Seller shall provide a technical manual for each Product that requires strict compliance.

Commercial documentation as well as technical documentation (e.g. technical data, classifications, declarations of conformity, technical manuals, etc.) are in English.

Technical documentation is considered as Confidential Information.

However, these documents should be provided in other European languages by the Seller upon written request of the Buyer.

## 12. FORCE MAJEURE

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

Where a Force Majeure Event gives rise to a failure or delay in the Seller's or Buyer's performance of its obligations under these Terms and Conditions, those obligations will be suspended during the Force Majeure Event.

A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under these Terms and Conditions, will:

- (i) forthwith notify the other party; and
- (ii) inform the other party of the period for which it estimates that such failure or delay will continue.

The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

## 13. LIMITATION OF SELLER'S LIABILITY

In case of a breach of contractual obligations and/or defective deliveries, the Seller shall only be obliged to compensate damages or expenses – subject to any other contractual or statutory conditions for liability – if the Seller has acted intentionally or with gross negligence or in cases of minor negligence, if such negligence results in the breach of an essential contractual duty (a duty, the breach of which, puts the fulfilment of the purpose of the contract at risk). However, in case of minor negligence, Rotarex's liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract up to a maximum amount of the value of the total order.

The liability of the Seller for losses caused by late delivery – according to the confirmed delivery date confirmed in the Order Confirmation by the Seller – due to minor negligence shall be limited to 0.5% per day and with a maximum of 5% of the agreed purchase Price. Buyer can apply for this compensation if the Seller is late at least with 2 (two) weeks with the confirmed delivery after 2 (two) weeks grace period.

The exclusions and limitations of liability in the above shall not apply in cases of a quality warranty, where Rotarex has maliciously failed to disclose a defect, in case of damages resulting from death, injury to health or physical injury or where the laws on product liability impose overriding liabilities which cannot be excluded.

Seller is not responsible for the operational maintenance carried out by the Buyer and/or user, furthermore Seller is not responsible for any direct or indirect damage coming from the incorrect maintenance protocol delivered by the Buyer.

The limitation period for claims against Rotarex shall be 12 (twelve) months from the date of delivery to the Buyer.

The provisions in this clause shall not apply in cases of intentional or gross negligent breaches of duty.

## 14. TERMINATION

Without affecting any other rights and remedies, the Seller may immediately terminate a Contract if:

- (i) the Buyer fails to pay any sum due under the Contract by the due date for payment and remains in default not less than 14 (fourteen) days after being notified in writing by the Seller to make such payment,
- (ii) the Buyer materially breaches any term of the Contract,
- (iii) the Buyer makes any composition or voluntary arrangement with its creditors or any step, application, order, proceeding or appointment is made or taken by or in respect of the Buyer (including the making of an application or the giving of any notice) by the Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of the Buyer or becomes bankrupt or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction),
- (iv) an encumbrance takes possession, or a receiver (administrative or otherwise) is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business, or
- (v) the Seller possesses bona fide and justifiable reason to believe that any of the events specified in (iii) or (iv) above is likely to occur and notifies the Buyer accordingly.

Where the Seller terminates the Contract in accordance with this clause:

- (i) the Seller shall be entitled to terminate any other contract or suspend any further deliveries under any other contract between the parties,
  - (ii) where the Products have been delivered, but not paid for, the Buyer's right to possession shall terminate and the Seller may dispose or use any of the Products as it wishes, and
  - (iii) the Price for the Products shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- The termination of the Contract, for whatever reason, shall not affect any of its provisions which are expressed or are intended to continue to have effect after it has come to an end.

### 15. EXPORT CONTROLS AND SANCTIONS

The Buyer warrants and represents that neither him, nor any directors, officers or employees of any of his companies:

- (i) is a Restricted Party or is engaging in or has engaged in any transaction or conduct that could result in it becoming a Restricted Party,
- (ii) has engaged or is engaging, directly or indirectly, in any trade, business or other activities with, for the benefit of, or on behalf of, any Restricted Party,
- (iii) has violated or is violating applicable laws, statutes, regulations and codes relating to Export Controls or Sanctions.

The Buyer acknowledges that some of the Products, their components and technologies may be subject to Export Controls and Sanctions. The Buyer shall:

- (i) comply with Export Controls and Sanctions applicable to both the Seller and the Buyer,
- (ii) not export, re-export, transfer or trade, directly or indirectly, with or to any Restricted Party nor any person or entity incorporated or located in any country subject to Sanctions,
- (iii) obtain at its cost any licence, permit, notification or authorisation required to sell, export, re-export, transfer or import the Products, their components and technologies, and
- (iv) ensure that the end-use of the Products will not breach any Export Controls or Sanctions, including weapons of mass destruction and military end-use controls.

### 16. SPECIAL TERMS AND CONDITIONS OF SALE FOR MEDICAL DEVICES

#### 16.1 Application of the Special Conditions of Sale for Medical Devices

The present Special Conditions of Sale are in addition to Rotarex's General Terms and Conditions of Sale.

The act of placing an order for Medical Devices having the "CE" marking implies the Buyer's full and unreserved compliance with these Special Conditions of Sale. Without formal, written acceptance by the Seller, no special condition is able to override these Special Conditions of Sale. Any contrary condition laid down by the Buyer will, in the absence of express acceptance, not be enforceable against Rotarex, irrespective of the time when the latter may have been made aware of it.

#### 16.2 Regulatory obligations

In respect of products supplied by Rotarex, the Buyer must conform to the Council Directive 93/42/CEE amended 2007/47/EC dated 14 June 1993 relating to Medical Devices (notably Article 10) together with the guidelines relating to permanent watch of materials used in Medical Devices. If the medical device is not CE marked, the Buyer shall ensure that the product is placed on the markets authorized by the product declaration of conformity.

#### 16.3 Operating and maintenance instructions

The Purchaser will convey to the Buyers of Medical Devices, in some appropriate form, the operating and maintenance instructions recommended by the Seller in its technical manuals and/or instruction sheets. This applies to the manuals or instructions accompanying deliveries as well as to those communicated separately to the Buyer. If necessary, the Buyer will ensure that the necessary training is provided to users of Medical Devices.

By default, the instructions will be provided in English regardless of the country of destination. The Buyer will ensure that instructions are included, in the default language. Only if, the Buyer requests it by sending a written request, instructions may be translated into the language(s) required by the regulations of the concerned country.

The Buyer engages to ensure that the instructions are fully respected to ensure safety use of Medical Devices. Respect of intended use, condition of use, working pressure, environment, cleaning requirements, maintenance.

### 16.4 Claims

The Buyer will record claims from its clients, or from the market generally, for all of the Medical Devices supplied by the Seller. The information will be sent to the Seller as soon as it is received.

### 16.5 Permanent watch of medical devices

On receipt of information relating to a Medical Device supplied by the Seller and implicated in an incident having resulted in, or a potential incident which might result in, the death of, or serious harm to the health of, a patient, user or third party, the Buyer will send this information to the Seller without delay and will cooperate fully in issuing warnings if necessary.

### 16.6 Traceability

The Buyer will keep records on the deliveries of all Medical Devices supplied by the Seller which have been sold to users or resellers, in order that any recalls or warnings may be issued at any instant.

These records are to include:

- name and address of client
- quantity distributed
- date of dispatch to client
- product reference
- serial number (if applicable)

It must be possible to present the documents on request to the relevant authorities. Unless otherwise stated, they must be kept for a minimum of 10 years from the date of manufacture marked on the product by the Seller.

### 17. PRIVACY

Rotarex Group respects the privacy of every person who visits, registers with or subscribes to its websites or builds up a business or - any other type of - relationship with it.

Rotarex Group's Privacy Policy is publicly available on its website: <https://rotarex.com/privacy-policy>.

This Privacy Policy contains all the rights and obligations of Rotarex Group and data subjects.

### 18. SEVERABILITY

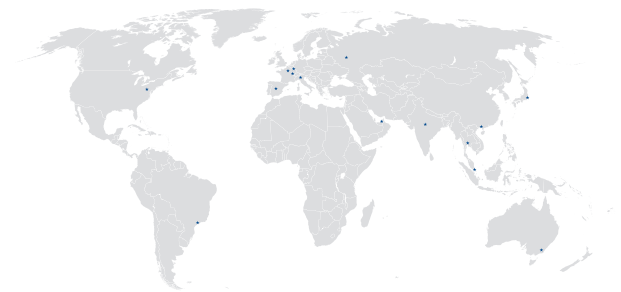
If any provision of these Terms and Conditions is found to be illegal or unenforceable, such provision shall be deemed not to be part of these Terms and Conditions and these Terms and Conditions shall continue in full force and effect but shall be interpreted to give effect to the extent feasible to the original written intent of the parties.

### 19. LANGUAGE

The English language version of these Terms and Conditions shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

### 20. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and all legal relationships between the Seller and the Buyer are governed by the laws of Luxembourg. Any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with these Terms and Conditions, or any documents to be entered into pursuant to the Terms and Conditions shall be exclusively submitted to the District Court of Diekirch, Luxembourg ("Tribunal d'Arrondissement de Diekirch, Luxembourg"). The Seller, however, reserves the right to initiate legal proceedings at the location of the Buyer's registered office.



**WORLDWIDE HEADQUARTERS**

**ROTAREX S.A.**  
24, rue de Diekirch,  
L-7440 Lintgen  
Luxembourg  
Tel.: +352 32 78 32-1  
Fax: +352 32 78 32-854  
E-mail: info@rotarex.com



For regional contact details go to  
[www.rotarex.com/locations](http://www.rotarex.com/locations)