

General Terms and Conditions

1. Area of application

The following General Terms and Conditions (T's & C's) apply to all deliveries and services. They take priority over any general terms and conditions of the contractual partner in all cases. Any changes or amendments agreed must be in writing.

2. Offers – Offer documents

Cost estimates and offers from **HEFTER CLEANTECH (HCT)** are subject to confirmation. Documents regarding both individual and standard performance only give approximate dimensions unless dimensions are explicitly designated as binding. **HCT** retains ownership of all documents provided.

3. Placing of orders

Orders, including orders arranged by third parties, are only deemed to be accepted when the order has been confirmed in writing. This does not apply to the fulfilment of a purchase commitment.

The supplier is not liable for errors and mistakes in unclear verbal information or documentation from by the ordering party.

4. Prices

The price list only contains recommended list prices excluding value added tax.

Prices apply respectively ex works Hefter Manufacturing plus delivery costs plus actual value added tax.

If there are more than four months between the conclusion of contract and delivery, the supplier is entitled to pass on to the purchaser increases in material and/or wage costs of up to 10%. A substantial rise over and above entitles the purchaser to cancel the contract.

With regard to custom-made products, **HCT** is obliged to inform the customer about this directly or via its sales partner, unless performance is required for which there is an express estimate. Such performance will be separately remunerated. The same applies if services are used, which are charged at cost.

5. Payment

The payment period is 10 days from date of invoice. On expiry of the payment period **HCT** is entitled to charge interest on amount overdue of 8% above the respective discount rate of the European Central Bank without further notice. The right to declare further claims for damages arising from delayed payment is reserved.

If payments are outstanding, **HCT** is additionally entitled to make any delivery subject to immediate settlement. This applies to all unpaid accounts receivable arising from the business relationship.

6. Deliveries

Delivery takes place at cost and risk of the ordering party. Acts of God, which include labour disputes and other unforeseen events, discharges **HCT** from adherence to the delivery deadline. **HCT** is obliged to inform the purchaser immediately in such cases.

If the delivery deadline has to be cancelled for this reason, both parties are entitled to withdraw from the contract.

7. Acceptance

Acceptance takes place on handover to the recipient, irrespective of Clause 6. For custom-designed products, acceptance applies within one week (seven calendar days).

8. Right of withdrawal with business man (trader, entrepreneur)

Redemption of goods / Costs of storage with business man (trader, entrepreneur)

a) Return of goods – without acknowledgement of our legal duty – only in good reasons within 10 days after purchase and against presentation of the invoice / delivery note possible. The warranty stays unaffected.

b) Only goods in proper, saleable condition, which are not custom-designed, can be considered for redemption.

c) With deliverance of goods, the customer receives a credit note, reimbursing the value of goods, reduced by a storage fee, that won't be disbursed, but will be settled with further purchases. The costs of storage are flat at 15% of the value of goods. For electronic parts a testing fee of 60, 00 € applies per piece. In case of a wrong delivery, there is no storage fee.

9. Warranties

The purchaser is obliged to examine the delivery item immediately. Any defects must be reported to **HCT** within two working days (48 hours).

Later reporting of apparent defects is excluded. With custom designed products, the declaration of apparent defects is excluded following acceptance, even if such defects arise during operation of the equipment. Any intervention by third parties to the equipment will lead to the loss of warranty. The statutory regulations apply in all other instances.

Warranty periods of scrubber dryer and RF 40:

10 years: all stainless steel chassis; 5 years: all plastic, aluminium and stainless steel tanks; 2 years or max. 1400 hours.: flexible diaphragm panels and driving motors; 1 year or max. 700 hours: brush motors, vacuum motors, wing motors and pumps. All models have 1 year warranty on brush heads, cleaning heads, electronic touch pads, electronic boards, batteries, charger and RF 40 vacuum.

Warranty periods of sweeper, VARIOTCLEAN:

The warranty on all parts is 1 year.

Warranty exceptions:

Transport damage; misuse or wrong use (this also includes the use of non-permitted or aggressive chemicals or the use of materials not approved for the machine); lack of care and maintenance; use of batteries and chargers not tested and released by HCT. All wear parts such as brushes, roller brushes, filter, glider, squeegees etc..

The supplier is entitled to make a minimum of two attempts to rectify the damage before statutory entitlements apply.

10. Compensation

HCT's liability is determined exclusively by these General Terms and Conditions. Claims for compensation, no matter on what legal grounds, are excluded, unless they are based on deliberate or forceful careless breach of contract or action by **HCT**.

11. Reservation of ownership

All goods remain the property of **HCT** until payment has been made in full. Appropriate use (onward sale or use) of the delivery items is permitted, in which case the reservation of ownership is carried forward; this applies to the proceedings of sale or remuneration for services to the extent that the ownership rights are reduced through use.

If the purchaser acts in breach of contract, **HCT** is entitled to take back the delivery items and the purchaser is obliged to return them. Any cost arising will be born by the purchaser.

Due to the reservation of ownership, the purchaser may neither pledge the objects supplied nor infringe the reservation of ownership in any other way. **HCT** must be informed immediately of dispositions by third parties.

12. Miscellaneous

a) In the event of direct delivery by **HCT** to the end user, the General Terms and Conditions apply accordingly. In such an event **HCT** is entitled to have the customer's rights arising from the General Terms and Conditions implemented by his sales licence partner in the relevant territory. The customer must allow this as place of fulfilment by **HCT**.

b) Place of fulfilment is Prien am Chiemsee/Germany.