

Sales and delivery conditions - Piping

(effective as on 1st of Oct 2017, which may be amended from time to time)

1. General

1.1 All sales, deliveries, and services of the Geberit Plumbing Technology India Private Limited (hereinafter referred to as "Geberit") are effected exclusively on the basis of these sales and delivery conditions. These terms shall supersede any general terms and conditions of the buyer. Geberit shall only be bound by these terms, regardless of whether Geberit expressly contradicts the terms of the buyer again after their receipt. These sales and delivery conditions are considered to have been accepted by the buyer. Acceptance of the delivered goods, shall be considered deemed acceptance of these terms.

1.2 All contracts, orders and agreements - particularly those purporting to change the conditions set out herein - shall only become binding if expressly accepted by Geberit in writing.

2. Conclusion of contract - Written form

2.1 The offers of Geberit are non-binding, unless otherwise agreed in writing.

2.2 All agreements, declarations and other information are required to be in writing, if they are to be valid.

3. Conditions of delivery – Title and Transfer of Risks

3.1 The delivery of goods shall be made "FCA" at a 'Nominated Place' as may be specified in the relevant purchase order, from Geberit's respective warehouse unless otherwise agreed and stated in the sale agreement/contract/purchase order with customer. It is hereby clarified that Geberit shall undertake the logistics of delivery of the goods for the customer, at the cost of the customer unless mutually agreed otherwise in writing.

3.2 Geberit's prices shall be understood as net prices without any applicable tax or customs duty. Any taxes, duties, charges, etc. imposed in connection with the sale and delivery of the goods must be borne by the buyer.

3.3 The buyer shall be liable to provide Geberit in due time with all information necessary for Geberit to fulfill its obligations with respect to taxes as may be applicable. In particular the buyer shall be liable to provide Geberit with statutory documentation for shipments. In case the buyer does not fulfill his obligation to supply all necessary information to Geberit, the buyer shall be liable for all claims and damages arising for Geberit out of this default of contract, in particular taxes (VAT, GST, sales tax or similar turn - over dependent taxes), interest, any administrative cost (e.g. legal and consulting expenses) and any other penalties.

3.4 Title to the goods shall pass to the buyer when the goods leave Geberit's recognized warehouse. The risk of loss - including accidental loss - or accidental deterioration of the goods is transferred to the buyer when the goods are moved out of Geberit's recognized warehouse unless otherwise provided for in the corresponding offer or order confirmation of Geberit.

3.5 Delivery of goods notified as ready for dispatch must be requested immediately, otherwise at its own discretion Geberit shall be entitled to store them at the expense and risk of the buyer and invoice them as delivered ex works. If dispatch is delayed for reasons for which Geberit is not responsible, then instead of the point in time according to section 3.3 the particular date of indication of readiness for dispatch applies.

4. Delivery period, delays in delivery, partial delivery

4.1 The stated delivery period is non-binding, unless it is specifically agreed in writing to be binding by Geberit.

4.2 In the event of the occurrence of unforeseeable or inevitable events (force majeure) and in the case of operational stoppages of any kind, in particular damage to machinery, strikes and employment disputes, delayed supplies of important operating

media and input materials or administrative measures, Geberit is entitled to withdraw from the contract of sale either wholly or in part or to extend the delivery period appropriately, taking into consideration a start-up period. Geberit shall inform the buyer about any such event in writing. In no event, shall Geberit be liable to the buyer for any such delay caused under this section.

4.3 In cases of delay of delivery, the buyer can, following the expiry of an appropriate final deadline, withdraw from the contract; in cases where the performance is impossible. All claims of the buyer for compensation for damages resulting from a delay of delivery, including but not limited to any consequential damages, are - with reservation of the regulation in the following section

4.4 - excluded; the same applies to the buyer's claim for the reimbursement of expenses.

4.4 The exclusion of liability regulated in section 4.3 does not apply in the case of damages caused by willful intent or gross negligence on Geberit's part. Subject to mandatory law in other cases Geberit's liability is limited to the contractually typical, foreseeable damages not exceeding the total amount of the respective order.

4.5 Unless otherwise agreed in writing, Geberit is entitled to make partial deliveries.

5. Prices, payment, default

5.1 Geberit's prices are based on the respective price lists, as on the date of the customer order/purchase order. It is hereby clarified that, Geberit may revise such prices, as it may deem fit.

5.2 Unless other credit terms have been agreed between Geberit and the buyer, goods must be paid for as per the credit terms specified in the invoice.

5.3 If any payment is overdue, interest on the outstanding sum is payable at commercial bank rates but not less than 18 percent p.a.

5.4 The payments are accepted by Geberit only on account of performance and not as performance. It is hereby clarified that, payments made by buyer in any manner whatsoever does not constitute fulfillment until the amount in question has been irrevocably credited to Geberit's bank account. Taxes and expenses are borne exclusively by the buyer.

5.5 In the case of buyer's payment default, insolvency or the debts being jeopardized through deterioration of the buyer's creditworthiness, Geberit shall be entitled to demand immediate settlement of all debts falling due at the time and in the future subject to applicable interest calculated till the date of payment or, at the sole option of Geberit, the provision of securities of a value determined by Geberit. Geberit shall also be entitled to only make outstanding deliveries if they are paid for in advance. If this cannot be established by buyer within a reasonable period of time, Geberit may at its sole discretion withdraw from the contract of sale.

6. Delay in calling goods

If the specified quantities of goods ordered by buyer are not called for delivery within the agreed timeframe, Geberit is entitled to withdraw from the sale with immediate effect, and/or to adjust the prices accordingly by intimating the same to the buyer. Buyer is prohibited from claiming any damages arising from the delay in calling goods.

7. Packaging

Unless otherwise agreed, the goods shall be delivered in standard packaging. The buyer will be charged for any special packaging, which may be required for any particular product, as Geberit may deem fit. It is hereby clarified that Geberit does not undertake re-packing of products.

8. Defective goods (Warranty)

8.1 Buyer must inspect the goods immediately upon receipt. Any defects recognizable in the course of a customary examination must be notified to Geberit in writing within eight (8) days after receipt. Otherwise, the goods purchased are deemed to have been accepted and any defect claims against Geberit are excluded.

8.2 To the extent there are defects involved which were not

recognizable in the course of a customary examination, written notification of such defects must be given immediately on their discovery, subject to the provisions of Clause 8.6. Otherwise, the goods purchased are deemed to have been accepted with respect to such defects and any defect claims against Geberit are excluded.

8.3 Buyer undertakes to make the defective goods or the defective part of the goods available to Geberit for a reasonable time immediately after discovery of the defect, in unaltered condition, so that the defect can be checked. This obligation does not however release the buyer from his burden of proof of the presence of a defect.

8.4 Provided the goods, that have been professionally and duly stored, maintained and used by the buyer, are proven defective and buyer has notified the defects as set out herein above, Geberit at its own choice shall be entitled to subsequently fulfill its obligations by repairing the defective goods or by supplying replacements free of cost. Should one or both of these types of subsequent fulfillment be impossible or not reasonable, Geberit at its sole discretion is entitled to decline them. Geberit can also decline subsequent fulfillment for as long as the buyer does not fulfill his payment obligations.

8.5 Should the subsequent fulfillment according to section 8.4 be declined by Geberit or not have been successful, the buyer has the choice either of demanding a corresponding reduction of the purchase price (price reduction) or of withdrawing from the contract in accordance with the legal regulations (withdrawal).

8.6 Defect claims are subject to a period of limitation of one (1) year after delivery of the goods to the buyer and no more than fifteen months after notification of readiness for dispatch.

8.7 Defect claims are conditioned upon buyer's prior performance of any and all of buyer's own obligations.

8.8 Any claims based on defects of the goods are subject to the limitations of liability named in section 9.

8.9 The above provisions apply correspondingly if other goods or smaller quantities are delivered instead of those agreed.

8.10 Notwithstanding the provisions of this Clause, the buyer shall also be bound by Geberit's warranty policy available in annexure A for Sanitary products and annexure B for piping products

9. Liability of Geberit

9.1 Unless otherwise specified, any claims of the buyer against Geberit for whatever reason, the reimbursement of expenses or tort are excluded. The exclusion in particular includes claims for damages other than to the purchased goods, claims for loss of profit and claims which do not result from a defect of the delivered goods.

9.2 The exclusion of liability in section 9.1 does not apply for damages resulting from culpable injury of life, body or health, from willful intent or gross negligence.

9.3 Geberit's liability is limited to the contractually typical, foreseeable damages not exceeding the amount of the respective order.

9.4 Insofar as liability is excluded or limited for Geberit, this also applies for its representatives, employees, subcontractors and commercial agents.

10. Unpaid Vendors Lien

Notwithstanding that the payment is due and other remedies available to Geberit, Geberit shall be entitled to a lien on the goods. A lien means that the goods serve as a security for Geberit until the purchase price is paid completely to Geberit.

11. Prohibition of assignment and offsetting

The buyer shall only be entitled to assign rights and debts arising from this terms and conditions of sale to third parties with the prior written consent of Geberit.

12. Jurisdiction and applicable law

This provisions provided under this sales and delivery conditions is governed by the laws of India and the courts at Bangalore shall have exclusive jurisdiction to try all disputes arising hereof.

13. Guarantee – Policy Piping

13.1 Geberit guarantees for the products and periods listed below, that the delivered goods are free from any material or production failures.

Geberit HDPE pipes and fittings 10 Years

Geberit Pluvia 10 Years

Geberit Mepla pipes and fittings 10 Years

Geberit Mapress 10 Years

Tools 2 Years

13.2 The guarantee periods shall start from date of delivery to the buyer. If any material or production failures occur during the guarantee Period Geberit will fulfil its guarantee obligations by repairing the defective goods or by supplying replacements free of cost. Any further claims against Geberit on the basis of this additional guarantee are expressly excluded, if possible according to the applicable law. By expiration of the guarantee period all guarantee claims, in particular claims concerning goods that have been repaired replaced during the guarantee period, are excluded. drainage system is only valid under the following additional (to section 13.2) conditions:

- the Geberit Pluvia System is calculated by Geberit trained people with the original Geberit Pluvia software; and
- the execution corresponds to all geometric data of the calculation; and
- the system is built only with original parts of Geberit (outlets, pipes, fittings and fastening system); and
- the system is installed by people trained by Geberit, that have a respective certificate; and
- the installation follows the written rules of application technique as issued by Geberit; and
- the system is tested according to the local rules and regulations; and
- the dimensions of the installed system are checked and compared with the initial design/calculation; and
- the roof is built according to the local rules of general construction knowledge; and
- the roof must have emergency direct overflows designed in relation to the expected excess water volumes; and
- the static calculation of the roof structure includes maximum water load, up to the overflow level; and
- the roof calculation is based on local standards, rainfall intensity and conditions; and
- the free flow of water to the outlets on the roof is checked regularly, at least once a month and after every intensive rainfall or storm.

Geberit does not take over any guarantees concerning the Installation of the Pluvia system itself. Provided that the correctly installed Pluvia System is proven to be not working and all above mentioned guarantee conditions are proven to be complied with, Geberit will fulfil its guarantee obligations by repairing the Pluvia System free of cost. Any further claims of the buyer against Geberit on the basis of this additional guarantee are expressly

13.3 The guarantee for the functioning of the syphonic Pluvia roof

13.4 The guarantee for the hydraulic functioning of the HDPE Drainage System is only valid under the following additional (to section 13.2) conditions:

- the Geberit Drainage System is calculated by Geberit trained People as per SN592000/EN12056; and
 - the execution corresponds to all geometric data of the calculation; and
 - the system is built only with original parts of Geberit (pipes, fittings); and the system is installed by people trained by Geberit, that have a respective certificate; and
 - the installation follows the written rules of application technique as issued by Geberit; and
 - the dimensions of the installed system are checked and compared with the initial design/calculation; and
- Geberit does not take over any guarantees concerning the installation of the Drainage System itself. Provided that the correctly installed Drainage, System is proven to be not working and all above mentioned guarantee conditions are proven to be complied with, Geberit will fulfil its guarantee obligations by repairing the Drainage System free of cost. Any Further claims of the buyer against Geberit based on this additional guarantee are expressly excluded.

14. Severability

The invalidity or unenforceability of any provisions of the conditions above shall not affect the validity or enforceability of other provision of these conditions. In such an event both parties commit themselves to compose a legally valid replacement rule which approaches the invalid provision as closely as possible within the economic interpretation of the conditions. This shall apply accordingly to any omissions in the conditions.

15. Communications

It is agreed and understood that the mode of communications used by the parties with respect to the transactions contemplated herein shall be through fax/ e-mail. It is further agreed that both the parties would verify the integrity of messages upon receipt of the same. In case of receipt of illegible or tampered information the parties may inform the same to the other party at the earliest and ask for retransmission of the original message.