



TERMS AND CONDITIONS OF DELIVERY

ANDRITZ FBB GMBH

(EDITION JANUAR 2018)

Our Terms and Conditions of Delivery apply exclusively to companies, legal entities under public law or special funds under public law.

Contracts are based solely on our Terms and Conditions; we do not accept deviating or conflicting provisions unless these have been given our explicit approval. This also applies if the customer's written placing of order contains other contract terms.

1. Liability / follow-up costs

- 1.1. The contractor is not liable for indirect damage and / or consequential damage, in particular loss of production, profit and earnings.
- 1.2. The liability of the contractor is limited to the order value.

2. Acceptance:

- 2.1. The acceptance of our products takes place directly with the goods receipt at the customer. The customer is then obliged to immediate acceptance. Our products are deemed to have been accepted if the customer does not declare the acceptance within two weeks after receipt of the goods or informs in writing of any significant defects. Any use of the products by the purchaser, whether in whole or in part, is the same as acceptance.

3. Warranty:

- 3.1. We assume warranty for a period of 12 months beginning from goods receipt on customer side. Our warranty period is limited, however, 18 month from notification of readiness for dispatch if there are reasons for a delay or any other delay beyond Andritz FBB's control.
- 3.2. We do not warrant parts that are subject to natural wear like flame tube, electrode, gas lance, refractory lining, nozzle brick, cooling air lance, ceramic air nozzle etc.
- 3.3. Natural wear also includes corrosion due to aggressive gases and vapors. No liability can be accepted for damage caused by parts subject to

natural wear on other parts of the furnace.

4. Retention of title:

- 4.1. The goods delivered shall remain our property until paid for in full. If it is found after delivery, that goods were delivered in excess of the amount ordered, such goods shall remain our property. Whether such items should be returned to us or be kept by yourselves against payment shall then be mutually agreed on a case-to-case basis.

5. Copyright and non-disclosure:

- 5.1. Our quotations and the associated documentation are handed over to the recipient on the condition that the technical knowledge contained therein will not be exploited or disclosed to any third party without our prior written approval.

6. Technology transfer:

- 6.1. Any necessary product and process-specific technology transfer will be carried out by the client.

7. CE-marking:

- 7.1. Our products are designed according to the Machinery Directive 2006/42 / EC and according to the standards listed therein. The "CE mark" is attached to our products. If the CE marking and the declaration of conformity do not apply, the declaration shall be issued in accordance with Annex II, Part 1, Section B.

