

Sales and delivery conditions - Sanitary

(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 including the warranty policy as provided under annexure A hereto shall supersede any general terms and conditions / policies applicable to 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 including the warranty policies 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. 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.

14. 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.

Annexure A

WARRANTY POLICY

At Geberit, we believe in 'Quality', which includes quality of products, services, customer satisfaction, transparency and fairness. In order to provide our customers with the best quality of products and services, we offer a limited end user warranty and after sales services as outlined below.

Terms and Conditions of Limited End User Warranty (Residential and Commercials):

1. Geberit warrants that the products manufactured by it shall be free from material defects and manufacturing faults during the applicable warranty period as mentioned below.

Geberit concealed cisterns and mounting elements	10 Years
Geberit Monolith	10 Years
Geberit Monolith Plus (electronics)	2 Years
Geberit traps, sinks, bathtub drain assemblies	10 Years
Geberit exposed cisterns AP123 and AP128	10 Years
Geberit exposed cisterns AP110, 116 and 117	5 Years
Replacement fill- and flush mechanisms Impulse 590, 360, 380, 280, 333	5 Years
Replacement fill- and flush mechanisms Alpha	5 Years
Geberit actuator plates	5 Years
Geberit pneumatic taps	2 Years
Pneumatic remote controls	5 Years
Geberit AquaClean	2 Years
Geberit flushing systems for WC and urinals (electronics)	2 Years
Ceramic products	10 Years
Varicor products	2 Years
Bathroom furniture	2 Years
Stainless steel products	2 Years
WC seat and covers	2 Years
Cistern fittings	2 Years
Shower trays	2 Years
Bathtubs	2 Years
Taps and mixers	2 Years
Shower enclosures and bathtub screens	2 Years
Electronic components	2 Years
Accessories	2 Years

1.1 In the event that, the product is found to be defective during the above-mentioned warranty period, Geberit shall rectify such defect free of charge, subject to the terms and conditions provided herein.

1.2 Geberit sells its products to various dealers across the country and to individual customers. This warranty shall be applicable to all individual customers who purchase Geberit's products whether directly from Geberit or through its authorized dealer. It is hereby clarified that, the dealer is not authorized by Geberit to make any representations on behalf of Geberit and/or provide any additional warranties to the customer other than the warranties provided herein. At the time of raising a warranty claim, the customer is required to provide the purchase receipt, to evidence purchase

either directly from Geberit, or from an authorized dealer of Geberit.

1.3 This warranty is applicable solely to material defects and manufacturing

faults in the product and any other defects apart from these defects shall not be covered under this warranty.

1.4 This warranty shall commence from the date of invoice of the product and shall automatically terminate on the expiry of the applicable warranty period irrespective of whether the product has been in use or not, for any part or whole of the warranty period.

1.5 Geberit shall not be responsible to install the product at the customer's premises. The customer shall install the product and/or cause any service personnel of the dealer to install the product in accordance to the specifications provided by Geberit. In the event that the installation of the product is not performed in accordance to the specifications provided by Geberit, Geberit shall not be liable to provide any warranty, carry out repairs and/or replacement of such product/ any components of the product, in any manner whatsoever.

1.6 During the warranty period, a customer service representative authorized by Geberit, in whose jurisdiction the complaint arises, shall rectify any material defects or manufacturing faults solely attributable to Geberit, by repairing or replacing the defective parts. Such services shall only be limited to the metropolitan cities in India. Any service required in a place other than a metropolitan city may be serviced by Geberit through its representatives. It is hereby clarified that, the customer shall not be entitled to assert more extensive claims on Geberit on the basis of this warranty.

1.7 Geberit may at its sole discretion, retain any part or component replaced during the warranty period and the customer shall have no right over such component.

1.8 All repairs and servicing shall be performed during the normal business hours (9 a.m. to 6 p.m., Monday to Saturday, closed on Sundays and Public holidays in India) of Geberit. The customer shall provide the Geberit personnel with reasonable access and all necessary support to service the said product.

1.9 This warranty is applicable only if the customer provides a proof of purchase i.e., the original invoice receipt along with the warranty card to Geberit and/or its personnel, at the time of any claim or request. The warranty shall be confined to the first purchaser only.

1.10 In the event of non-availability of components or parts of the product, at the time of repair or replacement during the warranty period for any reason whatsoever, neither Geberit nor its authorized representative shall be responsible for any delay that may be caused to service/repair such product. All replacements shall be subject to the availability of the particular model/ color. In the event the said model/color is not available, Geberit or its authorized representative shall replace the product with an available / equivalent alternative.

1.11 In the event of repair/replacement of any part/s of the product, this warranty will thereafter continue and remain in force only for the unexpired period of warranty. In no event shall the replacements attract any fresh warranty or reset any timelines, other than as specified herein.

1.12 In the event of repair/replacement of any part/s of the product, this warranty will thereafter continue and remain in force only for the unexpired period of warranty. In no event shall the replacements attract any fresh warranty or reset any timelines, other than as specified herein.

1.13 Geberit shall to the extent possible, carry out repairs and/or replacements within a reasonable period of time. However, Geberit is under no obligation to do so in a specified period of time. The customer acknowledges that the timelines specified for repair / replacement of the products shall not be applicable outside metropolitan cities, and may be subject to additional costs and expenses including but not limited to transportation of replaced products, travel of service personnel (to and fro) and other incidental expenses

1.14 Geberit shall provide after sales services at the customer's premises. In the event that, the product is required to be inspected at any of Geberit's service centres, the customer acknowledges and agrees that, it shall allow Geberit to perform such services at its service centers provided that, the customer shall be liable for the transportation charges incurred by Geberit for servicing such product.

1.15 The customer shall be liable to pay any additional costs or applicable taxes incurred by Geberit as a result of the parts being supplied or repaired during the warranty period.

1.16 The warranty does not cover any additional accessories. On completion of the warranty period, in case of any defect, the same shall be rectified by Geberit at the then prevailing rates, as may be applicable.

1.17 It is hereby clarified that this warranty shall not be applicable in the event the use of the product is in non-compliance with the user manual/specifications provided by Geberit and/or has been improperly or negligently handled and/or is covered under any of the 'Exclusions' mentioned herein below.

1.18 The foregoing warranty constitutes Geberit's sole and exclusive warranty and Geberit expressly disclaims, to the full extent permitted by law, all warranties, express or implied, with regard to the sale or the use of the products manufactured by Geberit including in each case all implied warranties of merchantability or fitness for the purpose other than the intended purpose with respect to the said products. Further, Geberit neither assumes nor makes nor authorizes any person and/or its dealer to make representations that the product is of any particular quality or standard or is suitable for any particular purpose.

1.19 In no event, shall Geberit be liable to the customer for any indirect, special, consequential or incidental damages or costs or expenses, however caused, even if advised of the possibility of such damages. Geberit's obligation under this warranty shall be limited to repair or providing replacement of defective parts/products only during the said warranty period. Geberit shall not be liable for any damages whatsoever arising out of the customer's inability to use the Geberit Products.

1.20 Geberit shall not be responsible or liable to the customer under this Warranty policy, for damages caused due to force majeure conditions.

2. Exclusions of Warranty:

This warranty is not applicable in the following cases:

2.1 Proof of purchase i.e, the original invoice and/or warranty card is not produced to Geberit and/or its authorized personnel at the time of any claim by the customer.

2.2 The product is not installed or used according to the user manual/specifications provided by Geberit.

2.3 Any defect caused by the negligent and/or improper use of the product by the customer, as may be determined by Geberit

2.4 Defect in the product arising due to a force majeure event.

2.5 Any defect or damage occurring or being notified to Geberit after the expiry of the warranty period.

2.6 Any problem that arises from insufficient water pressure, water impurities or improper care and cleaning and due to voltage fluctuations.

2.7 Any defect caused due to the use of an external agent such as cleaners containing coarse cleansers, ammonia, bleach, acids etc.

2.8 Any repair or alteration performed by any other person not authorized by Geberit to provide such services.

2.9 Breakage of glass forming a part of the product, if any or the coating on the glass.

2.10 Any damage caused to the product as a result of the use of any incompatible or incorrectly installed external.