

Limited Warranty

Karcher GmbH ("Karcher") warrants to the original retail purchaser ("Purchaser"), but to no other person, that Karcher's products ("Products") shall be free from defects in material or workmanship for a period of one (1) year following the purchase of the Products from an authorized dealer.

Karcher's sole obligation under this limited warranty shall be, at the option of Karcher, to repair or replace Products which Karcher determines, in its sole discretion, to be defective and which are returned to Karcher by an authorized dealer within one (1) year from the date of purchase of the Products.

Karcher does not assume any warranty responsibility for damage to the Products due to conditions over which Karcher has no control, including but not limited to ordinary wear and tear, improper installation or maintenance, alteration, impact, accident, misuse, tampering or abuse.

Karcher assumes no responsibility for tarnishing, discoloration, excessive wear or deterioration of the surface finishes due to exposure to weather conditions over which Karcher has no control.

Karcher assumes no responsibility for any defects or damage caused by the Purchaser or any third parties.

KARCHER MAKES NO OTHER WARRANTIES OF ANY KIND OTHER THAN THOSE CONTAINED HEREIN AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY PERIOD. IN NO EVENT SHALL KARCHER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, PROPERTY DAMAGE, DAMAGES TO BUSINESS OR BUSINESS RELATIONS, OR DAMAGES FOR LOSS OF OPERATION. THIS WARRANTY REPRESENTS KARCHER'S SOLE LIABILITY TO THE PURCHASER FOR CLAIMS RELATED TO THE PRODUCTS WHETHER THE CLAIMS ARE BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Karcher's total cumulative liability under this limited warranty, if any, is limited to the dollar amount of the Purchaser's original payment for the Products.

The invalidity or unenforceability of any provision of this limited warranty shall not affect the validity and enforceability of any remaining provisions, and this limited warranty and disclaimer of liability shall be construed in all respects as if any invalid or unenforceable provision is omitted.

Some states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you, the buyer.

This warranty gives you specific legal rights and may also have other rights which vary from state to state.

General Standard Terms and Conditions

1. Definition; Scope of Application; Conclusion of Contract

In these Terms and Conditions of Commercial Sale (the "Terms and Conditions"), Karcher shall mean Karcher GmbH.

These Terms and Conditions shall exclusively apply to and form an integral part of any order confirmation ("Confirmation") sent by Karcher to the Purchaser ("Purchaser") regarding the sale by Karcher and the purchase by Purchaser of goods ("Products"), unless Karcher explicitly agrees in writing to the exclusion hereof. By issuing a purchase order, accepting receipt of the Confirmation without objection or by accepting the fulfillment of the purchase order ("Delivery"), Purchaser declares its agreement to the exclusive applicability of the Terms and Conditions. Karcher does not acknowledge any additional or different terms proposed by Purchaser.

A contract between Karcher and Purchaser shall only be concluded upon the Confirmation by Karcher, which can also be given at the same time than issuing of the invoice to the Purchaser (the "Contract"). Karcher's quotations and price lists are subject to change without notice and binding only upon Confirmation.

Express warranties, subsidiary arrangements and alterations to the Contract are valid only if made in writing.

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2. Prices

If not otherwise agreed in writing, the prices are ex works (exclusive all relevant charges). The total price does not include value added tax (VAT). Delivery is free of charge to the address of Buyer for orders with a value of USD 1001,00 (net) and above. Please note that page 30 of the price list includes details on carriage charges. All prices agreed or contained in price lists are calculated on the basis of Karcher's current applicable purchase prices, exchange rates, payroll rates, duties and freight costs ("Costs").

Karcher reserves the right to make a reasonable mark-up reflecting any increase in the Costs in the event of an increase of Costs during a period of time exceeding 4 months between the conclusion of the Contract and the agreed delivery date (in the event of call orders, the agreed time of the relevant part-delivery shall be decisive). Where there are special deliveries, prices are calculated separately.

Karcher reserves the right to make alterations to the construction and shape of the Product during the delivery period, unless acceptance thereof cannot reasonably be expected from Purchaser. Besides this, all volumes, measurement details and similar features are to be understood with the tolerances customary in trade or commerce.

3. Fulfilment, Risk of Loss and Force Majeure

If not agreed otherwise, Karcher delivers carriage forward and uninsured ex works. If explicitly requested by Purchaser, Karcher has the possibility to insure the Products for the Purchaser's account against transport damages.

The risk of loss passes from the Karcher to the Purchaser upon the readiness for shipment. In the event of transport damages, the Purchaser shall immediately file a report at the competent authority. Otherwise, claims against the authorized carrier and the insurance company can no longer be invoked.

In the event that the ordered Products cannot be duly manufactured or delivered for any reason beyond the Karcher's reasonable control (including, but not limited to events such as acts of God, unforeseen technical failure and utility failures, strikes), then such non-performance or failure to fulfil its obligations shall not be deemed as a breach of Contract by the Karcher. Karcher shall be released of its obligations for the duration of the impediment and its consequences.

Should the execution of a Contract be interrupted for a period exceeding 30 days on default of the Purchaser, Karcher shall be entitled to issue an invoice for the services performed by Karcher until then.

4. Delivery

The time of delivery shall be applied ex works. They commence with the day of Confirmation, however, not prior to clarification of all details and in the event of export not prior to providing an import license (if necessary) as well as opening of an agreed letter of credit. In any case, the fulfilment of contractual obligations of the Purchaser is a mandatory requirement to Karcher's compliance with the time of delivery. The time of delivery may be reasonably extended due to subsequent requests of Purchaser for modification or supplementation. In case Karcher does not comply with agreed delivery dates and unless it can be reasonably expected from the Purchaser to further adhere to the Contract, the Purchaser has the right to demand rescission of the Contract. Any damages incurred by Purchaser in connection with late delivery, shall not be borne by Karcher if it acted with ordinary negligence.

Events due to acts of God shall entitle Karcher to extend delivery by a reasonable period of time or to withdraw from the Contract, if not fulfilled until said event. The same applies to circumstances (i.e. raw material supply or within the operation) making delivery considerably difficult or impossible for Karcher. Claims for damages, covering purchase or subsequent delivery are excluded.

5. Payment Conditions

All invoices shall be paid within 10 days from the date of the invoice with 2% discount or within 30 days from the date of the invoice without any discount. In the event of a payment delay, Karcher is entitled to claim default interest at a proven, but at least at a statutory basis. Karcher reserves the right to claim any further damages incurred by the Purchaser due to the payment delay.

Discountable bills of exchange and checks will only be accepted if explicitly agreed beforehand and only for the payment of invoices. Expenses and costs are to be paid immediately upon transfer of the bill of exchange or check. Bills of exchange and checks shall only be credited following receipt of the net amount and only in foresaid amount.

Irrespective of possibly agreed/extended terms of payment, Karcher's accounts' receivables shall become immediately due for payment, in the event that the Purchaser becomes unable to pay its due debts or applies for insolvency proceedings. The same applies in the event of a protest of check or bill of exchange or anything else that is appropriate to affect the Purchaser's creditworthiness. In such a case, Karcher is entitled to request immediate advance payment and/or collateral security or to demand rescission of the Contract. In that

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instant Karcher shall be entitled to prohibit the resale and subsequent processing of Products delivered by Karcher. Any rebates and other financial benefits shall be considered as not granted by Karcher in the event that the Purchaser is in suspension of payment or applies for insolvency proceedings.

6. Set-Off

Purchaser may only set off against such demands or retain payment in such regard as has been confirmed in writing or has been legally substantiated.

7. Retention of Title

The Products remain Karcher's property until any and all claims against the Purchaser arising out of the business relationship are met, including, but not limited to interest payments, subsidiary claims and costs of any possible legal prosecution.

Checks and bills of exchange shall be considered as paid only with encashment. The Karcher's claims shall not be considered as fulfilled in the event that Karcher is still subject to drawer or endorser liability in connection with a bill of exchange given in the context of the business relationship.

Resale is only permitted for the Purchaser as reseller in the regular course of business. In the event of resale the Purchaser hereby assigns to Karcher by way of security its future claim against its customer arising from resale, together with all ancillary rights, and no special declarations shall be required at a later date. Pending further notice, the Purchaser is entitled to collect the claims assigned to Karcher on its own behalf.

At Karcher's request, the Purchaser shall be obliged to name those of its customers regarding to which it has gained a title through the resale of Products, mention the amounts due by these customers and to allow Karcher access to its books and accounts in this respect. The Purchaser has to notify Karcher immediately in the event of a garnishment of the delivered Products. Karcher is entitled to demand rescission of Contract and to request the restitution of the delivered Products or the respective surrogates. In such cases, Karcher is further entitled to request that the Products sold under the retention of title shall be stored separately and marked as Karcher's property.

8. Limited Warranty

Limited Warranty as set forth on page 31 of the current price list shall be applicable to all Contracts between Karcher and Purchaser.

9. Non-acceptance

Karcher is entitled at its own discretion to store the Products on the account and at the risk of the Purchaser at a carrier or at the Karcher's warehouse, in the event that the Purchaser is not accepting the Products that have been made available to the Purchaser upon Karcher's notice within a reasonable period of time, the Purchaser is not issuing any shipping instructions or refuses the delivery or the delivery has not been possible for more than one month after agreed delivery dates and Karcher is not in default. In the event that Karcher stores the Products at its own premises, Karcher has the right to claim 75% of the storage costs charged by a ordinary carrier..

Karcher is further entitled to demand the rescission of the Contract if the circumstances mentioned under para.9 apply or in the event the Purchaser is in delay of payment or in delay of submission of an agreed security for more than two weeks and if Purchaser have been given the opportunity to resolve the situation within an adequate grace period, unless this cannot be reasonably expected from Karcher.

10. Place of Fulfilment and Place of Jurisdiction

The place of fulfilment of all obligations for both parties is Bad Rappenau, Germany.

The place of jurisdiction is Heilbronn, Germany. The same applies with regard to proceedings based on bills of exchange, promissory notes and checks. In any case, Karcher is entitled, at its own choice and discretion, to initiate legal proceedings against the Purchaser also at the registered seat of the Purchaser. The entire contractual relationship between Karcher and Purchaser shall be governed by German law with the exclusion of the United Nations Convention of Contracts for the International Sale of Goods (CISG) and the German provisions on conflicts of law (IPR).

11. Concluding Provisions

In the event any provision of these Terms and Conditions are deemed legally invalid or unfeasible now or at a later stage, then the remaining provisions of these Terms and Conditions shall continue to be valid. Each party shall in that case have the right to request a legally valid and feasible substitute provision as similar as possible to the invalidated provision. The above shall also be applicable in case of gaps in these Terms and Conditions.

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