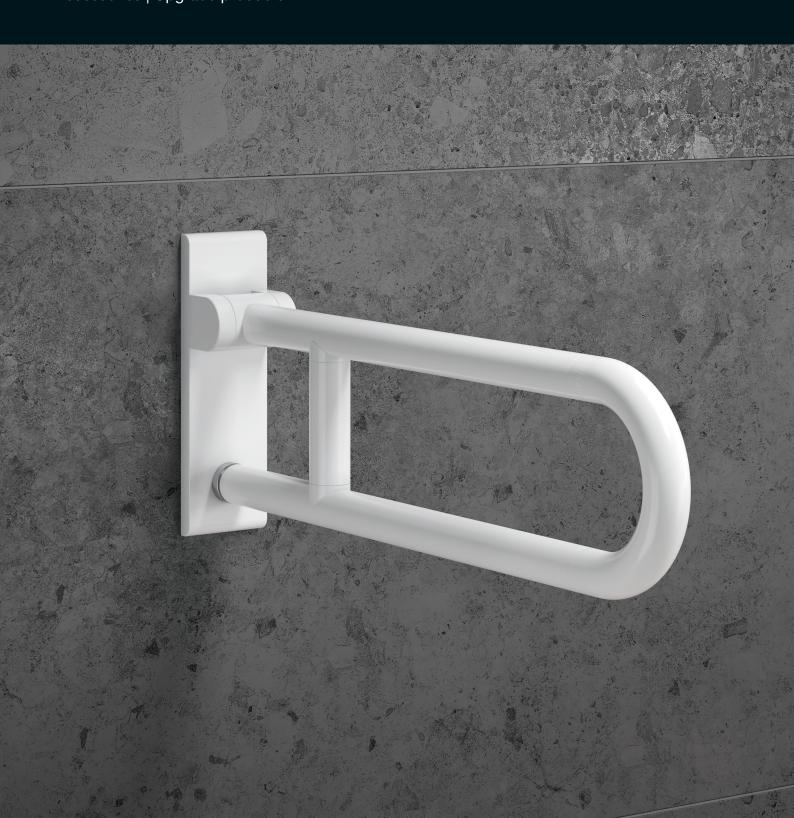
Catalogue 2019 Mobile hinged support rails



Range 801 | Matt edition Range 805 Classic Accessories | Upgrade products





Mobile hinged support rails Flexible support

Accessible bathrooms are often needed at very short notice – with mobile hinged support rails, every sanitary room can be adapted quickly and easily to meet individual requirements, offering the user service and special comfort and convenience. If required, the mobile solutions can be snapped into a fixed mounting plate. The particularly easy assembly allows nursing or cleaning personnel to quickly and easily add the mobile hinged support rails to the sanitary room. If the mobile solution is no longer required, a discreet cover conceals the mounting plate.

Mobile hinged support rails are used both in the area of professional care, such as in clinics or retirement homes, and in the public sector, in hotels and in one's own home – wherever flexible support is required.

www.hewi.com/en/flexible

Clever assembly Maximum functionality



In addition to a reliable hold and support of motions, mobile hinged support rails also offer the possibility of being used flexibly wherever they are needed. If required, the portable hinged support rail is simply snapped into the permanently installed mounting plate. Due to the snap-in connection, assembly and disassembly is possible without tools. Only one additional screw has to be tightened by hand to secure. If the mobile hinged support rail is not required, the mounting plate can be concealed by a cover cap.

The mobile hinged support rail can be supplemented with comfort elements. For example, an arm pad can be combined for even more comfortable support of the arm. In addition, the mobile hinged support rail can be upgraded with a toilet roll holder, a toilet flushing mechanism or a floor support.

There are plenty of design options thanks to the large selection of materials across all ranges and systems. The range 805 Classic and range 801 with high-gloss and matt polyamide surfaces now also offer mobile versions of the hinged support rails.





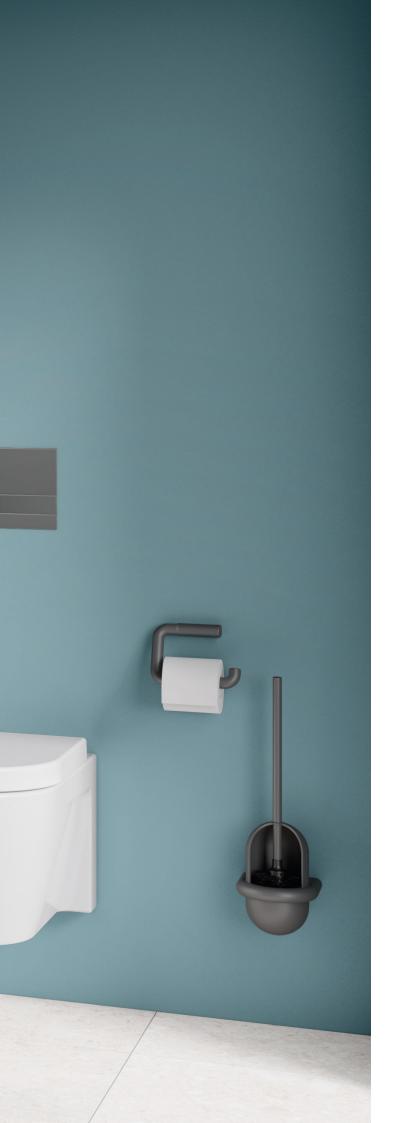






Discover the simple installation technology of the mobile hinged support rails and the product variety in the video: https://youtu.be/Kv2DkfLZZLk





Range 801 Accessible classic becomes mobile

HEWI has decades of competence in the development of accessibility solutions. With the range 801, HEWI launched the first accessibility system on the German market 35 years ago. Since then, the series has undergone continuous development and has established itself as a classic in the sanitary room. The range 801 is complemented by the accessories of range 477.

With the range 477/801, HEWI offers solutions for all areas of the sanitary room – involving the washbasin, WC and shower. The cross-section of the round tube design is optimally adapted to the shape of the hand. The mobile hinged support rails are designed in such a way that they support movements, provide security and enable independence – now also available in the mobile version.

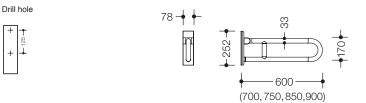
Matt edition

HEWI remains true to its chosen path, but always with the aspiration of taking concepts and thinking ahead. The mobile hinged support rails are not only available in highgloss polyamide, but also in the matt edition. The matt edition creates sensual accentuation, which convince with a characteristic look and a very special feel.

HEWI is one of the first synthetic materials processing companies in Germany. The range 477/801 is still produced in Bad Arolsen today. The velvety finish of the matt edition is achieved through a special finishing process. The result is a unique design in premium quality, made in Germany.

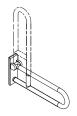
CE

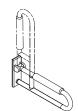


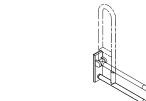


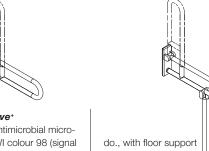
HEWI Mobile hinged support rail

- \cdot two parallel bars running one above the other joined by a connecting bend
- · loading capacity according to DIN 18040 up to 100 kg
- \cdot can be folded upwards and, with friction device, downwards
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 10)
- · toolless and quick installation by simple attachment of the mobile hinged support rail
- \cdot secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see page 14)
- · 78 mm wide and 252 mm high, bars ø 33 mm
- \cdot made of high-quality polyamide

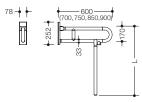








projection	with corrosion resistant steel core in 16 HEWI colours	do., with foam grip made of black PUR, 295 mm long	HEWI active* with active antimicrobial microsilver, in HEWI colour 98 (signal white)	do., with floor support in 16 HEWI colours
600 mm	801.50.207	801.50.208	801.50D207	801.50.205S
700 mm	801.50.217	801.50.218	801.50D217	801.50.215S
750 mm	801.50.247	801.50.248	801.50D247	801.50.245S
850 mm	801.50.227	801.50.228	801.50D227	801.50.225S
900 mm	801.50.237	801.50.238	801.50D237	801.50.235S



Please specify dimension L when ordering.

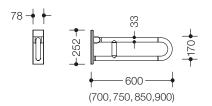
801.50...01... 801.50...060 950.50.021XA 950.50.023XA HEWI Upgrade products for hinged support rails (order separately)
Toilet roll holder see page 11
WC flushing mechanism (radio-controlled) see page 11
Floor support mounting height 760 mm see page 11
Floor support mounting height 850 mm see page 11
HEWI Ordering aid see page 18





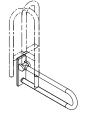


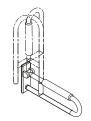


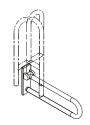


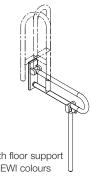
HEWI Mobile hinged support rail, rotatable

- \cdot two parallel bars running one above the other joined by a connecting bend
- · loading capacity according to DIN 18040 up to 100 kg
- · can be folded upwards and, with friction device, downwards, a turn to left or right locks support in vertical position
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 10)
- · toolless and quick installation by simple attachment of the mobile hinged support rail
- · secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see page 14)
- \cdot 78 mm wide and 252 mm high, bars ø 33 mm
- · made of high-quality polyamide

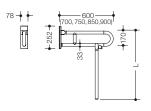








projection	with corrosion resistant steel core in 16 HEWI colours	do., with foam grip made of black PUR, 295 mm long	HEWI active* with active antimicrobial microsilver, in HEWI colour 98 (signal white)	do., with floor support in 16 HEWI colours
600 mm	801.50.107	801.50.108	801.50D107	801.50.105S
700 mm	801.50.117	801.50.118	801.50D117	801.50.115S
750 mm	801.50.147	801.50.148	801.50D147	801.50.145S
850 mm	801.50.127	801.50.128	801.50D127	801.50.125\$
900 mm	801.50.137	801.50.138	801.50D137	801.50.135S



Please specify dimension L when ordering.

16 HEWI colours



801.50...01... 801.50...060 950.50.021XA 950.50.023XA HEWI Upgrade products for hinged support rails (order separately)

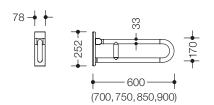
Toilet roll holder see page 11

WC flushing mechanism (radio-controlled) see page 11 Floor support mounting height 760 mm see page 11 Floor support mounting height 850 mm see page 11

HEWI Ordering aid see page 18

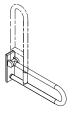
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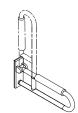


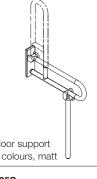


HEWI Mobile hinged support rail

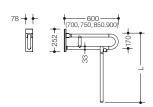
- \cdot two parallel bars running one above the other joined by a connecting bend
- · loading capacity according to DIN 18040 up to 100 kg
- · can be folded upwards and, with friction device, downwards
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 10)
- · toolless and quick installation by simple attachment of the mobile hinged support rail
- \cdot secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see page 14)
- · 78 mm wide and 252 mm high, bars ø 33 mm
- made of high-quality matt polyamide in HEWI colours 99 (pure white),
 98 (signal white),
 97 (light grey),
 95 (stone grey) and
 92 (anthracite grey)







projection	with corrosion resistant steel core in 5 HEWI colours, matt	do., with foam grip made of black PUR, 295 mm long	do., with floor support in 5 HEWI colours, matt
600 mm	801.50B207	801.50B208	801.50B205S
700 mm	801.50B217	801.50B218	801.50B215S
750 mm	801.50B247	801.50B248	801.50B245S
850 mm	801.50B227	801.50B228	801.50B225S
900 mm	801.50B237	801.50B238	801.50B235S

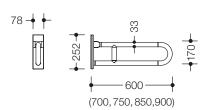


Please specify dimension L when ordering.

801.50B01... 801.50B060 950.50B021XA 950.50B023XA HEWI Upgrade products for hinged support rails (order separately)
Toilet roll holder see page 14
WC flushing mechanism (radio-controlled) see page 14
Floor support mounting height 760 mm see page 11
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HEWI Ordering aid see page 18

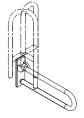


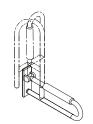


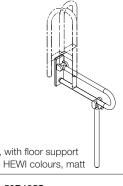


HEWI Mobile hinged support rail, rotatable

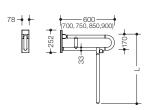
- \cdot two parallel bars running one above the other joined by a connecting bend
- · loading capacity according to DIN 18040 up to 100 kg
- can be folded upwards and, with friction device, downwards, a turn to left or right locks support in vertical position
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 10)
- · toolless and quick installation by simple attachment of the mobile hinged support rail
- \cdot secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see page 14)
- · 78 mm wide and 252 mm high, bars ø 33 mm
- · made of high-quality matt polyamide in HEWI colours 99 (pure white), 98 (signal white), 97 (light grey), 95 (stone grey) and 92 (anthracite grey)







projection	with corrosion resistant steel core in 5 HEWI colours, matt	do., with foam grip made of black PUR, 295 mm long	do., with floor support in 5 HEWI colours, matt
600 mm	801.50B107	801.50B108	801.50B105S
700 mm	801.50B117	801.50B118	801.50B115S
750 mm	801.50B147	801.50B148	801.50B145S
850 mm	801.50B127	801.50B128	801.50B125S
900 mm	801.50B137	801.50B138	801.50B135S



Please specify dimension L when ordering.

5 matt HEWI colours

98 99 97 95 92

801.50B01... 801.50B060 950.50B021XA 950.50B023XA HEWI Upgrade products for hinged support rails (order separately)

Toilet roll holder see page 11

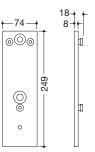
WC flushing mechanism (radio-controlled) see page 11 Floor support mounting height 760 mm see page 11 Floor support mounting height 850 mm see page 11

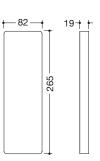
HEWI Ordering aid see page 18

Dimensions in mm / Specification

CE







950.50.016

HEWI Mounting plate

- \cdot 74 mm wide, 249 mm high, 18 mm deep
- \cdot made of stainless steel, satin finished
- · for mounting with non-corrosive and tested HEWI fixing materials for different wall systems (to be ordered separately, see page 14)
- \cdot sealing tape for sealing the fixing points is included in the scope of delivery

950.50.10190

HEWI Mounting plate with cover

- \cdot 82 mm wide, 265 mm high, 19 mm deep
- \cdot mounting plate made of stainless steel, satin finished
- · for mounting with non-corrosive and tested HEWI fixing materials for different wall systems (to be ordered separately, see page 14)
- · sealing tape for sealing the fixing points is included in the scope of delivery
- · made of high-quality synthetic material in HEWI colours 98 (signal white) or 99 (pure white)

Fixing material BM10.2 to BM18.2 to be ordered separately see page 14

✓ Mounting plate✓ Cover

 \mathbb{Z}

950.50.01790

HEWI Cover for mounting plate

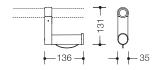
- \cdot for covering the installed mounting plate by simply hooking it in
- \cdot 82 mm wide, 265 mm high, 19 mm deep
- · made of high-quality synthetic material in HEWI colours 98 (signal white) or 99 (pure white)

☐ Cover

5 matt HEWI colours

98 99 97 95 92

Dimensions in mm / Specification



HEWI Upgrade kit toilet roll holder

- · right angle-shaped toilet roll holder
- · for simple installation and for retrofitting with hinged support rail range 801
- · 35 mm wide, 131 mm high, 136 mm deep
- · made of high-quality polyamide in 16 HEWI colours
- · with integrated rotation control to accommodate standard toilet rolls
- · with with integrated flexible rotation control to accommodate toilet rolls
- · made of high-quality matt polyamide in 5 HEWI colours
- \cdot with integrated rotation control to accommodate standard toilet rolls
- · with with integrated flexible rotation control to accommodate toilet rolls

HEWI active+ Upgrade kit toilet roll holder

- · in HEWI colour 98 (signal white), with active antimicrobial microsilver
- · with integrated rotation control to accommodate standard toilet rolls
- · with with integrated flexible rotation control to accommodate toilet rolls



801.50.060

801.50B060

⊕ 801.50D060

HEWI Upgrade kit WC flushing mechanism (radio-controlled)

- · WC flushing mechanism for easy installation and for retrofitting with HEWI hinged support rails 801.50...
- · 50 mm wide, 68 mm high, 105 mm long
- · transmission frequency 868.4 MHz
- · suitable for radio-controlled WC flushing systems of Geberit, Mepa, Viega, Sanit, Friatec, TECE and Grohe
- · made of high-quality polyamide in 16 HEWI colours
- · made of high-quality matt polyamide in 5 HEWI colours

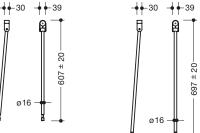
HEWI active+ Upgrade kit WC flushing mechanism (radio-con.)

· in HEWI colour 98 (signal white), with active antimicrobial microsilver



950.50B021XA

950.50.023XA 950.50B023XA

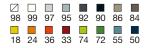


HEWI Floor support

- · vertical floor support for retrofitting on hinged support rails 801.50..., easy installation
- · support made of high-quality stainless steel, satin finished
- \cdot height adjustment possible within range of \pm 20 mm
- · fulfils height adjustment requirements according to DIN 18040
- \cdot vertical length 607 mm, mounting height 760 mm
- · connection made of high-quality polyamide in 16 HEWI colours
- \cdot connection made of high-quality matt polyamide in 5 HEWI colours
- · fulfils height adjustment requirements according to ÖNORM B 1600/1601
- · vertical length 697 mm, mounting height 850 mm · connection made of high-quality polyamide in 16 HEWI colours
- · connection made of high-quality matt polyamide in 5 HEWI colours

16 HEWI colours | Surfaces

☑ Floor support







801.50.010

801.50B010 801.50B011

- ⊕ 801.50D011









Range 805 Classic System solution made of stainless steel

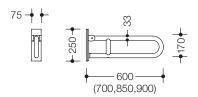
The design language is based on a further development of the 801 series. The stainless steel version is fully integrated into the room due to its reduced design. Made of satin finished stainless steel, the range 805 Classic offers many advantages: The material is particularly robust and easy to clean. The stable construction offers protection against vandalism and misuse as well as safe application.

Especially in the public sector, it is important to enable all people, regardless of their physical capabilities, to have access to public life without barriers.

The range 805 Classic was designed for this purpose and, in combination with the mobile hinged support rails, enables flexible adaptation of the sanitary room to the requirements of its users.

Dimensions in mm / Specification





HEWI Mobile hinged support rail

· two parallel bars running one above the other joined by a connecting bend, from a continuous tube formed

CE

- · loading capacity according to DIN 18040 up to 100 kg
- \cdot can be folded upwards and, with friction device, downwards
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 16)
- \cdot toolless and quick installation by simple attachment of the mobile hinged support rail
- \cdot secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see below)
- \cdot 250 mm high and 75 mm wide, bars ø 33 mm, tube thickness 2 mm
- \cdot made of high-quality stainless steel, satin finished

600 mm projection

700 mm projection

850 mm projection

900 mm projection

805.50.211 805.50.221 805.50.231

BM17.2 BM10.2 BM11.2 BM12.2 BM13.2

BM18.2

Fixing material for hinged support rails to be ordered separately

for fixing on walls made of:

concrete >C20/C25, national technical approval number: ETA-11/0493 concrete >C20/C25

autoclaved aerated concrete (> P2)

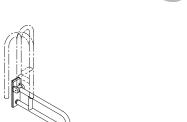
lightweight walls with rear lining made of laminated timber boards ... lightweight walls with integrated steel plates ...

hollow concrete block, vertically perforated bricks, solid bricks,..., national technical approval number: ETA-13/1036

Drill hole





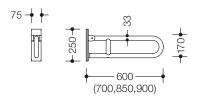


805.50.101

805.50.111

805.50.121

805.50.131



HEWI Mobile hinged support rail, rotatable

- \cdot two parallel bars running one above the other joined by a connecting bend, from a continuous tube formed
- · loading capacity according to DIN 18040 up to 100 kg
- · can be folded upwards and, with friction device, downwards, a turn to left or right locks support in vertical position
- · for mobile use, for easy and flexible retrofitting on pre-assembled HEWI mounting plate 950.50.016 (to be ordered separately, see page 16)
- \cdot toolless and quick installation by simple attachment of the mobile hinged support rail
- \cdot secured by fixing screw to prevent unintentional removal
- · covered, non-corrosive and tested HEWI fixing material for different wall constructions (to be ordered separately, see bottom left)
- \cdot 250 mm high and 75 mm wide, bars ø 33 mm, tube thickness 2 mm
- \cdot made of high-quality stainless steel, satin finished

600 mm projection

700 mm projection

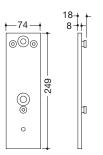
850 mm projection

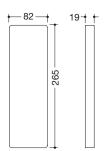
900 mm projection

Dimensions in mm / Specification

CE







950.50.016

HEWI Mounting plate

- · 74 mm wide, 249 mm high, 18 mm deep
- \cdot made of stainless steel, satin finished
- \cdot for mounting with non-corrosive and tested HEWI fixing materials for different wall systems (to be ordered separately, see page 14)
- \cdot sealing tape for sealing the fixing points is included in the scope of delivery

950.50.101XA

HEWI Mounting plate with cover

- · 82 mm wide, 265 mm high, 19 mm deep
- · mounting plate made of stainless steel, satin finished
- \cdot for mounting with non-corrosive and tested HEWI fixing materials for different wall systems (to be ordered separately, see page 14)
- \cdot sealing tape for sealing the fixing points is included in the scope of
- \cdot face plate of the cover made of high-quality stainless steel, satin finished
- · cover frame made of high-quality polyamide in HEWI colours 90 (jet black), 92 (anthracite grey), 98 (signal white) and 99 (pure

Fixing material BM10.2 to BM18.2 to be ordered separately see page 14

□ ■ ■ Cover frame

Ø

950.50.017XA

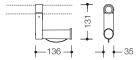
HEWI Cover for mounting plate

- · for covering the installed mounting plate by simply hooking it in
- · 82 mm wide, 265 mm high, 19 mm deep
- \cdot face plate of the cover made of high-quality stainless steel, satin
- \cdot cover frame made of high-quality polyamide in HEWI colours 90 (jet black), 92 (anthracite grey), 98 (signal white) and 99 (pure

☑ Face plate □ ■ Cover frame

Dimensions in mm / Specification





805.50.015

HEWI Upgrade kit toilet roll holder

- · right angle-shaped toilet roll holder
- · used for retrofitting on HEWI hinged support rails range 805 Classic
- · integrated roll brake
- · 35 mm wide, 131 mm high, 136 mm deep
- \cdot made of high-quality polyamide in HEWI colours 98 (signal white), 99 (pure white), 92 (anthracite grey) or 90 (jet black)

Please advise colour when ordering.



805.50.060





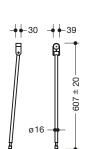
HEWI Upgrade kit WC flushing mechanism (radio-controlled)

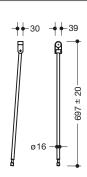
- \cdot WC flushing mechanism for easy installation and for retrofitting with HEWI hinged support rails range 805 Classic
- \cdot 50 mm wide, 68 mm high, 105 mm long
- · transmission frequency 868,4 MHz
- \cdot made of high-quality polyamide in HEWI colours 98 (signal white), 99 (pure white), 92 (anthracite grey) or 90 (jet black)
- · suitable for radio-controlled WC flushing systems of Geberit, Mepa, Viega, Sanit, Friatec, TECE and Grohe

Please advise colour when ordering.









950.50.022XA

HEWI Floor support

- · vertical floor support for retrofitting on hinged support rails 805.50..., easy installation
- \cdot fulfils height adjustment requirements according to DIN 18040
- · connection made of high-quality polyamide in HEWI colours 98 (signal white), 99 (pure white), 92 (anthracite grey) or 90 (jet black)
- · support made of high-quality stainless steel, satin finished
- · vertical length 607 mm, mounting height 760 mm
- \cdot height adjustment possible within range of \pm 20 mm

950.50.024XA

HEWI Floor support

- \cdot do., fulfils height adjustment requirements according to $\ddot{\text{O}}\text{NORM}$ B 1600/1601
- · vertical length 697 mm, mounting height 850 mm

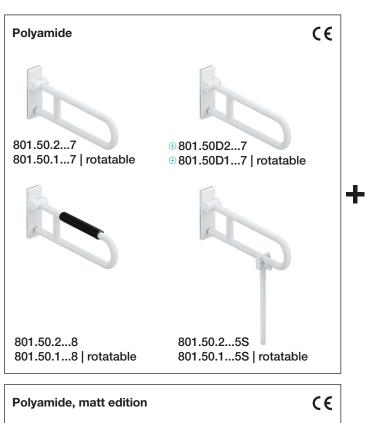
☑ Floor support

HEWI colours | Surfaces

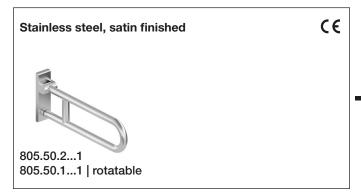


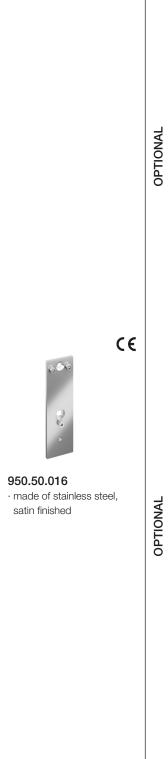


CE













HEWI colours 99, 98, 92, 90



950.50.017XA

S

BM17.2

For fixing on walls made of concrete (> C20/C25) National technical approval number:

ETA-11/0493

Additionally:

injection mortar (HEWI item No.: 200311)

or to be provided on site:

injection mortar HIT-HY200A (Hilti)

extrusion tool HDM (Hilti)

4

CE

BM10.2

For fixing on walls made of concrete (> C20/C25)

BM11.2

For fixing on walls made of autoclaved aerated concrete (> P2)

Additionally:

injection mortar (HEWI item No.: 200266)

conical drill bit (HEWI item No.: 171041) or to be provided on site:

injection mortar HIT-HY 270 (Hilti)

extrusion tool HDM (Hilti)

conical drill bit TE-C PB 22/100 (Hilti)

BM12.2

For fixing on lightweight walls with rear lining made of laminated timber boards (with waterproof bonding, at least 30 mm thick required, e.g. studs or prewall installation)



BM13.2

For fixing on lightweight walls with integrated steel plates (e.g. studs or pre wall installation)

BM18.2

For fixing on walls made of:

- · solid bricks
- · perforated calcium silicate block
- · hollow concrete block
- · vertically perforated bricks
- · hollow lightweight concrete block
- · lightweight aggregate concrete with open structure

National technical approval number:

ETA-13/1036

Additionally:

injection mortar (HEWI item No.: 200266)

or to be provided on site:

injection mortar HIT-HY 270 (Hilti)

extrusion tool HDM (Hilti)

see page 11

801.50.010 801.50.011

· Toilet roll holder

801.50.060

· WC flushing mechanism (radio-controlled)

950.50.021XA 950.50.023XA

· Floor support

OPTIONAL

for active+

see page 11

- ⊕ 801.50D010
- ⊕ 801.50D011
- · Toilet roll holder
- ⊕ 801.50D060
- · WC flushing mechanism (radio-controlled)

for matt edition

see page 11

801.50B010 801.50B011

· Toilet roll holder

801.50B060

OPTIONAL

· WC flushing mechanism (radio-controlled)

950.50B021XA 950.50B023XA

Floor support

see page 17

805.50.015

· Toilet roll holder

805.50.060

JANOITAC

· WC flushing mechanism (radio-controlled)

950.50.022XA 950.50.024XA

· Floor support

§ 1 Applicability of these International Terms and Conditions of Sale

- 1. The terms and conditions set out in these International Terms and Conditions of Sale shall form an integral part of the Contract of Sale and apply, if the buyer's relevant place of business is outside of Germany. These International Terms and Conditions of Sale apply exclusively. The buyer's terms and conditions which conflict or differ from these International Terms and Conditions of Sale and/or from the legal provisions do not apply, even if we do not object to them or render performance or accept the buyer's performance.
- 2. These Terms and Conditions of Sale do not apply if the goods are bought for personal, family or household use and we knew or ought to have known at any time before or at conclusion of the Contract of Sale that the goods were bought for any such use. The buyer declares that the goods are not bought for personal, family or household use.

§ 2 Formation of the Contract of Sale

- 1. A Contract of Sale always requires a written order of the buver.
- We may accept the buyer's written order with our order acknowledgement (hereinafter the "Order Acknowledgement") within 10 (ten) calendar days after receipt of the buyer's order.

§ 3 Applicable Law

- 1. The Contract of Sale is governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.
- 2. Should commercial terms be used the Incoterms® 2010 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Terms and Conditions of Sale.

§ 4 Specifications of the goods; Third party rights

- 1. The goods to be delivered have to conform to the specifications and quality requirements set out in the Order Acknowledgement. To the extent no specifications or quality requirements are stated in the Order Acknowledgement, the goods conform with the contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which goods of the same description are usually used for in Germany. Unless otherwise explicitly agreed to, the goods do not have to conform to any laws or regulations existing outside of Germany.
- Should the buyer intend to use the goods in circumstances which are unusual or which could entail a particular risk to the safety and health of any person or to the environment, the buyer has to inform us in writing

about these intentions before concluding the Contract of Sale.

3. Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) only constitute a defect in title if these rights and/or claims are in force and registered in Germany and impede the use of the goods in Germany.

§ 5 Obligation to deliver; Passing of risk

- 1. We have to deliver the goods referred to in the Order Acknowledgement including a packaging that is suitable for the means of transportation.
- 2. Delivery has to be made FCA Incoterms 2010 at our premises in 34454 Bad Arolsen/Germany. We are not obliged to contract for carriage and we are not obliged to inform the buyer that the goods have been delivered or that the carrier or another person nominated by the buyer has failed to take the goods within the time agreed. We are however entitled to contract for carriage in our own name at the buyer's risk and expense; the costs resulting therefrom will be charged to the buyer with the invoice. We are also entitled to contract for carriage on behalf of the buyer at the buyer's risk and expense. In all such instances where we contract for carriage at buyer's risk and expense, the place of performance for delivery will be 34454 Bad Arolsen/Germany.
- 3. Adherence to the delivery date respectively the delivery period stated in the Order Acknowledgement is not of the essence and non-adherence to the delivery date or the delivery period respectively does not constitute a fundamental breach of contract. If delivery periods are agreed to, we reserve the right to determine the exact delivery time within the delivery period.
- 4. All delivery dates and delivery periods are dependent upon the buyer performing all of his obligations in due time. In particular, the buyer has to procure or confirm any necessary permits, drawings etc. and make agreed payments in due time.
- 5. We are entitled to make partial deliveries and to invoice these separately.
- 6. The passing of risk takes place with delivery in accordance with § 5 sec. 2. Should the buyer fail to take delivery, the risk passes at the time the buyer fails to take delivery.
- 7. In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the buyer will not perform his obligations under the Contract of Sale, in particular not be able to pay the agreed price in due time.

§ 6 Delivery Note, Invoice and other documents

- 1. We will provide the buyer with a delivery note issued according to our standard.
- 2. Irrespective of the Incoterms-clause used, we are not obliged to clear the goods for export. We will however

- at the buyer's risk and expense apply for any necessary export licences and formalities as regards customs provided that the buyer has provided us with all necessary information.
- 3. We will provide the buyer only with such documents explicitly stated on the Order Acknowledgement.

§ 7 Force MajGBPe

Any inability to supply as a result of force majGBPe or other unforeseen incidents outside our responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve us from the obligation to comply with any agreed delivery period and delivery time as well as any other obligation.

§ 8 Obligation to pay the purchase price

- 1. The buyer is obliged to pay the agreed purchase price to the bank account nominated by us. Insofar as pursuant to the Order Acknowledgement the packaging costs are not included in the purchase price, these costs are to be paid in addition to the purchase price. The place of payment is 34454 Bad Arolsen/Germany. Banking fees accrued outside of Germany will be borne by the buyer. The payment shall be made without any deductions and is due for payment on the date or within the time limit as stated on the Order Acknowledgement. A time limit for payment stated on the Order Acknowledgement shall be calculated from the date of invoice. In the absence of any payment dates or time limits stated on the Order Acknowledgement, payment shall be made within 30 (thirty) calendar days after date of invoice. The buver's acceptance of the goods is no precondition for the payment to become due.
- 2. The agreed prices shall exclude any statutory VAT applicable at the date of delivery.
- 3. The buyer is only entitled to exercise a lien or to suspend his performance if this is based on the same transaction as well as based on a due and undisputed or finally adjudicated counterclaim of the buyer.
- 4. The buyer may only offset any claims insofar as the buyer's counterclaim is acknowledged, undisputed or assessed in a legally binding.
- 5. If and till such time the buyer is in arrears with payment of the purchase price, the buyer is obliged to pay interest at the rate of nine (9) percentage points above the base rate of the German Central bank per annum.

\S 9 Non-Conforming goods; Goods with a defect in title

- 1. The goods do not conform to the contract if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 1 and sec. 2.
- 2. The goods are not free from rights or claims of third parties if at the time the risk passes they significantly

deviate from the requirements set out in § 4 sec. 3.

§ 10 Duty of examination and notification

- 1. Without prejudice to the legal provisions, the buyer is obliged to examine the goods comprehensively in respect of deviations as regards type, quantity, quality and packaging. If necessary, the buyer is obliged to conduct the examination with the help of external third parties.
- 2. Notice of non-conformity has to be made in within ten (10) calendar days. For very obvious non-conformities, the period for such notification starts with the delivery of the goods, in all other cases after the buyer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non-conformity in such a way that we can take remedial actions.
- 3. Apart from the aforesaid as well as with respect to defects in title, the statutory provisions apply.

§ 11 Limitation Period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the buyer's claims in respect of the delivery of non-conforming goods and goods with a defect in title become time-barred one (1) year after delivery of the goods.

§ 12 Remedies in case of non-conforming goods and goods with a defect in title; Limitation of Liability

- 1. In case of delivery of non-conforming goods, the buyer can claim delivery of sub-stitute goods, rectification of a non-conformity by repair, reduce the purchase price or declare avoidance of the Contract of Sale only in accordance with the legal provisions. Delivery of substitute goods and rectification of a non-conformity by repair does not include the removal of the non-conforming goods nor the assembly of the repaired or of the substitute goods.
- 2. To the extent any costs associated with performing remedies are increased by the fact that the buyer has removed the goods to a place not stated in the Order Acknowledgement or, in the absence of such an indication, to a place other than the buyer's place of business, these costs will be borne by the buyer.
- 3. Delivery of substitute goods or repair does not lead to a restart or extension of the limitation period.
- 4. If we deliver non-conforming goods or goods with a defect in title or breach any other obligation resulting from the Contract of Sale or the business relationship with the buyer, the buyer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:

- a. We are not liable for the conduct of our suppliers or subcontractors. Neither are we liable for damages to which the buyer has contributed.
- b. The buyer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed
- c. In case of liability, the amount of damages for late delivery is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the purchase price of the goods delivered late or not at all, and in case of remedies because of delivery of non-conforming goods and/or goods with a defect in title and in case of all other breaches of obligations is limited to the purchase price of the goods affected.
- d. Irrespective of § 12 sec. 5 c), we are not liable for loss of profit.
- e. The aforesaid limitations in § 12 sec. 5 do not apply
- i. to injury of life, body or health,
- ii. if we have acted maliciously, grossly negligent or intentionally.
- iii. if we are liable according to product liability laws, and
- iv. to liabilities which may not be excluded or limited according to the applicable laws.
- 5. Apart from the aforesaid, the statutory provisions

§ 13 Right to use Software; Rights in documents etc.

- 1. In case the goods include software, with the delivery of the goods the buyer is hereby granted a non-exclusive, royalty-free license to use the software, but strictly and only in connection with the goods purchased under this Contract of Sale. With the exception of the right to make one backup copy, the buyer is not entitled to
- 2. We reserve all intellectual property rights in any documents, pictures, drawings etc. (collectively "Documents") arising in connection with the performance of the obligations arising under the Contract of Sale and such Documents shall belong exclusively to us.

§ 14 Other Provisions

- 1. Title of the goods that have been delivered remains with us until all of our claims against the buyer have been settled
- 2. We are not obliged to perform any obligations not stated in the written Order Acknowledgement or in these International Terms and Conditions of Sale.
- 3. There are no side agreements to the Contract of Sale

- 4. Any amendments to a concluded Contract of Sale require our written confirmation, duly approved by signature
- 5. The buyer is not entitled to assign his rights and obligations against us to a third party.
- 6. The place of performance for delivery is governed in § 5 sec. 2, the place of performance for the payment in § 8 sec.1. For all remaining obligations and irrespective of the agreement of a differing Incoterms-clause, the place of performance is agreed to be 34454 Bad Arolsen/ Germany, including for a replacement delivery, for the rectification of non-conformities and for the restitution of the contractual obligations in case of avoidance of the Contract.
- 7. All communications, declarations, notices etc. (hereinafter collectively "Notices") are to be drawn up exclusively in German or English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these International Terms and Conditions of Sale explicitly require a signature.

§ 15 Agreement on arbitration and jurisdiction

- 1. If the Buyer's place of business is located within the GBPopean Economic Area and/or within Switzerland, for all disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale. including its validity, invalidity, violation or cancellation as well as other disputes arising out of the business relationship between the Buyer and us, the state court which has jurisdiction for 34454 Bad Arolsen/ Germany shall have exclusive jurisdiction. Instead of bringing an action before the state court which has jurisdiction for 34454 Bad Arolsen/Germany, we are also entitled to bring an action before the state court of the Buyer's place of business.
- 2. If the Buyer's place of business is located outside of both the GBPopean Economic Area and Switzerland, all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale, including its validity, invalidity, violation or cancellation as well as other disputes arising out of the business relationship between the Buyer and us shall be finally settled in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The place of the arbitration shall be Zurich/Switzerland, the longuage used in the arbitral proceedings shall be English.

§ 16 Severability

If provisions of these International Terms and Conditions of Sale should be or become partly or wholly ineffective, the remaining provisions will continue to apply. We and the buyer are bound to replace the ineffective provision with a legally valid provi-sion as close as possible to the commercial meaning and purpose of the ineffective



www.hewi.com

GERMANY

HEWI Heinrich Wilke GmbH Postfach 1260

Phone: +49 5691 82-0 Fax: +49 5691 82-319

34442 Bad Arolsen

UNITED KINGDOM HEWI (UK) Limited Holm Oak Barn, Beluncle Halt Stoke Road, Hoo Rochester, Kent ME3 9NT Phone: +44 1634 258200 Fax: +44 1634 250099 info@hewi.co.uk