

General Terms and Conditions of Sale, Delivery and Payment

I. General

The following conditions apply to all agreements and deliveries unless amended with the express permission of the vendor. Deviating general conditions of the purchaser apply only if we expressly agree to them.

II. Offers and Scope of Delivery

1. Offers by the vendor are subject to change. The documents relating to the offer, such as illustrations, drawings, information on weights and measures, are approximate only unless expressly referred to as binding. If the vendor supplies the purchaser with illustrations or technical documentation on the goods to be delivered, these will remain the property of the vendor.
2. The order signed by the purchaser is a binding offer. The sales contract will be concluded when the vendor confirms acceptance of the order describing the goods in more detail within two weeks or has delivered the item purchased. However, the vendor is obliged to inform the customer of any refusal to accept the order immediately after clarifying availability.
3. Assurance of characteristics, ancillary arrangements and alterations should be confirmed in writing by the vendor.
4. We reserve the right to alter construction and shape of the item supplied provided it is not materially altered, the intended use is not restricted and the alterations are reasonable for the purchaser.
5. If, through no fault of its own, the vendor becomes aware of facts after the agreement has been concluded that cause it to have reasonable doubts about the purchaser's creditworthiness, the vendor will be entitled to demand appropriate security. If the purchaser fails to provide such security within a reasonable period, the vendor will be entitled to cancel the agreement.

III. Prices, Payment Conditions

1. Invoices are due for payment immediately and without deduction.
2. Payment by bill is only permitted by special arrangement. Bills and cheques will only be accepted as payment, not instead of payment. In the case of a cheque or bill protest, the vendor may demand payment in cash against immediate return of the cheque or the bill of exchange.
3. If in the case of agreements with an agreed delivery period of more than four months material cost-increases relating to the item purchased have occurred which, in the view of the vendor, make the relationship between the goods and their cost appear inappropriate, the vendor will be entitled to request renewed negotiations on the purchase price.
4. In transactions with merchants, net prices (ex works) are to be assumed plus the applicable value added tax. Measurements and dimensions at the loading point will be binding for calculating the price.
5. Unless otherwise agreed, prices exclude packaging, freight or transport insurance.
6. If the purchaser falls into arrears of payment, the vendor is entitled to charge interest on arrears of 8% over the base rate plus any other damages for arrears unless the vendor can prove a greater burden of a higher interest rate or the vendor can prove a lower interest burden. Interest is payable immediately.
7. The purchaser may only offset accounts if its counter-claims have been established in law, are undisputed or have been acknowledged by the vendor. It is also entitled to exercise its right of retention if its counter-claim is based on the same contractual relationship.
8. Deviating from Sections 366 and 367 of the German Civil Code, payments by the purchaser will be credited to the oldest account receivable first.
9. If the purchaser fails to fulfil its payment obligations, the vendor will be entitled to declare the entire remaining debt due. The vendor will also be entitled to demand advance payment or security for deliveries already made and for all supplies of goods and services or parts thereof.
10. The vendor is entitled to assign the claims arising from our business relationship.

IV. Delivery Period

1. Delivery dates and periods are deemed to have been agreed to as being only approximate unless the vendor has expressly given a written assurance that they are binding.
2. The delivery period will be extended as appropriate in cases of Acts of God, industrial unrest, civil commotion, official measures, failure by our suppliers to make deliveries and other unforeseeable, unavoidable and serious events for the duration of the disruption. The vendor is obliged as far as possible to supply the required information immediately and to adapt its obligations to the altered situation in good faith.
3. Partial deliveries are permitted to a reasonable extent and if this seems advantageous for rapid handling.
4. Risk transfers to the vendor when the vendor supplies the goods at the agreed place of delivery.
5. Exceeding certain delivery periods and dates will not release the purchaser, who may cancel the agreement or demand damages for non-fulfilment, from setting an appropriate extension period, usually 14 days, for supplying the service and declaring that it will decline the service after the extension period has expired. If the vendor is only responsible for minor negligence, damages will be limited to the extra expense incurred for emergency purchases or replacement goods.

V. Notice of Defects, Warranty and Guarantee

1. Except in cases of assured characteristics or culpable breach of essential contractual obligations, we are liable for defective deliveries excluding further claims as follows:
 - a. Statutory guarantee periods apply to all goods at the moment of the transfer of risk. Where the goods are used commercially or professionally, the guarantee period will be 12 months. If improvements or replacement deliveries are made under the terms of the warranty, this will not trigger a new guarantee period.
 - b. The warranty for used goods will be 12 months as from the transfer of risk if these are used privately. The warranty will not apply to goods used commercially or professionally.
2. Immediately after delivery, the purchaser is required to examine the goods for defects, their inherent nature and assured characteristics. Obvious defects are to be notified to the vendor in writing within 14 calendar days, otherwise the goods will be deemed to have been accepted unless we or our agents are guilty of malice. The deadline begins on arrival of the goods at the purchaser's premises.
3. In the case of reciprocal transactions between merchants, Sections 377 and 378 of the German Commercial Code remain unaffected.
4. If the purchaser finds defects in the goods, it may not gain control of them, i.e., they may not be divided, resold or reprocessed until the parties agree on how the claim is to be handled or until proceedings to preserve the evidence have been carried out by an expert appointed by the Trades Chamber or the Chamber of Industry and Commerce at the headquarters of the vendor.
5. Transport damage is to be notified to the vendor immediately. The purchaser is required to take care of the necessary formalities with the carrier. If there are any breakages, waste etc. to an extent usual in the trade, these may not be objected to.
6. Where objections are justified, the vendor may, at its option, repair defective goods or supply replacements. Several attempts at repair are permitted.
7. If repairs are carried out, the vendor is obliged to bear all repair costs, in particular costs of transport, infrastructure, labour and materials provided these do not increase due to the item purchased having been taken to another place than the place of fulfilment.
8. If the vendor lets a reasonable deadline expire without repairing the defect or supplying replacement goods, if it is unable to carry out repairs or supply replacement goods, if repairs fail or if repair or replacement is declined by the purchaser, the purchaser will only be entitled to cancel the agreement or demand a price-reduction to the exclusion of all other rights provided it is not an end-customer.
9. The guarantee does not extend to damage caused as a result of normal use, defective installation or construction work, defective commissioning (unless we are obliged to carry this out), defective or neglectful treatment or maintenance, improper treatment, failure to

observe installation or operation instructions or the relevant standards. In particular, the warranty does not extend to parts subject to wear and tear. Parts subject to wear and tear are all revolving parts, driving parts and tools. The warranty claims will also expire when repair work is performed by the customer or a third party without our permission.

10. If the purchaser gives us no opportunity or no appropriate period to see the defect for ourselves or, where appropriate, to carry out the necessary supplementary performance (repair or replacement), all damage claims will expire.
11. Further claims, in particular due to the absence of assured characteristics or due to damage that did not occur to the item delivered itself, will, if legally permissible, not be accepted.

VI. Limitation of Liability

1. The vendor is liable in cases of premeditation, gross negligence and breach of essential contractual obligations and in cases of the absence of assured characteristics. Additional claims not expressly authorised in these conditions will not be recognised but will in all cases be limited to damage foreseeable at the time the agreement was concluded and to the value at delivery.
2. If the vendor's liability is excluded or limited, this will also apply to the personal liability for its salaried employees, waged employees, legal representatives and agents. In cases of gross negligence by simple agents, the vendor will be liable for the repair of typical, foreseeable damage.
3. This does not affect the statutory requirements of the onus of proof.
4. The provision does not apply to claims arising from the German Product Liability Act or to cases of incapability of impossibility.

VII. Retention of Title

1. The vendor retains ownership to the item sold until all payments arising from the sales agreement have been received.
2. If the reserved goods are processed by the purchaser to form a new, movable item, they will be processed for the vendor without the vendor incurring any obligations; the new item will become the property of the vendor. When being processed with goods not belonging to the vendor, the vendor will acquire joint ownership of the new item to the value of the reserved goods in relation to the other goods at the time of processing. If reserved goods are combined, mixed or blended with the goods belonging to the vendor pursuant to Sections 947 & 948 of the German Civil Code, the purchaser will become joint owner as provided by law. If the purchaser acquires joint ownership through combination, mixing or blending, it immediately transfers joint ownership to the vendor to the value of the reserved goods in relation to the other goods at the time of combination, mixing or blending. In these cases the purchaser is required to store, free of charge, the goods deemed to be reserved goods as defined by the aforementioned provision and which belong to, or which are the joint property of the vendor.
3. If reserved goods are sold alone or together with goods not belonging to the vendor, the purchaser immediately assigns to the vendor the claim arising from the resale to the value of the reserved goods with all ancillary rights and in order of priority from the other goods; the vendor accepts the assignment. The value of the reserved goods is the amount of the vendor's invoice plus a 10% security surcharge; however, this will not be included if this conflicts with the rights of third parties. If the reserved goods are resold but remain the joint property of the vendor, the assignment of the claim extends to the amount equal to the vendor's share of joint ownership.
4. The purchaser is obliged to treat the goods purchased with care as long while they have not become the purchaser's property. In particular, the purchaser is obliged to sufficiently insure the goods against damage by fire, water and theft for replacement value at its own risk. If repair and inspection work are required, the purchaser must carry this out at its own expense and in a timely manner.
5. While reserving right of cancellation, the vendor authorises the purchaser to collect outstanding debts assigned to the vendor. The vendor will not make use of its own right to collect such debts as long as the purchaser fulfils its payment obligations, including to third parties. At the request of the vendor, the purchaser will be required to name the debtors of the assigned claim and to notify them of the assignment; the vendor is authorised to notify the debtors of the assignment itself.
6. The purchaser is required to inform the vendor immediately of any compulsory execution measures concerning the reserved goods or the assigned claims and provide the documentation required for an appeal.
7. The right of resale, use or installation of the reserved goods and authority to collect the assigned claims expires on cessation of payment, application for the opening of insolvency proceedings or judicial or out-of-court settlements; in the case of a bill or cheque protest, authorisation for direct debiting will also expire. This does not apply to the rights of the liquidator.
8. The vendor is entitled to demand appropriate security for the due fulfilment of the purchaser's debts. If the value of this security exceeds the claims to be secured by more than 20%, the vendor will, at its option, be entitled to re-assign or release the goods.

VIII. Cancellation of the Agreement and Return of the Goods

If the customer fails to accept the goods without justification or if we take back the goods at the customer's request or if, in exercising our rights of retention of title, we will, at our, option, be entitled to demand a lump-sum payment of 20% of the original price owed under the agreement or to apply it to a credit note instead of making a formal claim adjustment. The customer remains entitled to prove that no damage was caused or was only caused at a considerably lesser extent.

IX. Data Protection

The purchaser is hereby informed that the vendor will process the personal data obtained in the course of the business relationship according to the provisions of the German Data Protection Act.

X. Legal Venue/Place of Fulfilment

1. Unless otherwise stated in the purchase agreement and/or the order confirmation, the vendor's registered offices are the place of fulfilment.
2. If the purchaser is a merchant, a legal entity in German public law or a special fund in German public law, the legal venue for all legal disputes, including summary bill or cheque enforcement proceedings, are the vendor's registered offices. The vendor is also entitled to institute legal action where the customer's registered offices are located.
3. This contractual relationship is subject solely to the laws of the Federal Republic of Germany.

XI. Legal Validity

Should individual provisions be or become legally invalid or should an omission occur in the agreement, the legal validity of the remainder of the agreement will not be affected.