



## **General**

Our offers, deliveries, and services are provided exclusively in accordance with the following conditions. The conditions of the purchaser and other conditions deviating from these conditions are only valid when expressly acknowledged in writing by the management. Neither our failure to reply to the delivery of the purchaser's conditions nor the fulfillment of an order by us shall be considered acknowledgment.

### **I. Offer**

Documents associated with the offer such as pictures, drawings, weight specifications, and dimension specifications are only approximations as long as they are not clearly marked as being binding. The supplier reserves the copyright and right to intellectual property for cost estimates, drawings, and other documentation. These cannot be made accessible to third parties. The supplier is obligated to make plans marked as confidential by the buyer available to third parties only after receiving permission from the buyer.

### **II. Scope of the delivery**

The written order confirmation of the supplier is decisive for the scope of the delivery. In the case of an offer provided by the supplier with time constraints and timely acceptance, the offer is decisive if the order is not confirmed on time. Side agreements and modifications must be approved in writing by the supplier.

### **III. Price and payment**

1st In the absence of any special agreements, the prices apply for delivery from the factory, including loading in the factory, but excluding packaging.

2nd Only the cost price is charged for the packing material and it cannot be returned. Only money orders, checks, and bills of exchange are accepted, but these will not be accepted at the place of fulfillment, subject to collection fees and discount charges. Renegotiations and extensions do not count as fulfillment. The payment deadlines given in the order acceptance apply. The permissibility of discount deductions depends exclusively on the specifications of the order acceptance document. Our billing date is generally applicable for the start of payment and account allocation periods. When payment deadlines are not met, we reserve the right to charge annual interest of 2 % above the discount rate of the Deutsche Bundesbank, at least 5 %, and without a notice of default being needed.

3rd Refusal of payment or offsetting of charges due to any kind of counter claim of the purchaser contested by the supplier are not permissible.

### **IV. Delivery period**

1st The delivery period starts with dispatch of the order confirmation, but not before submission of the documents, approvals, and releases to be supplied by the purchaser and not before the agreed down payment has been received.

2nd The delivery period will be adhered to if the delivery item has left the factory on time or readiness of the shipment has been communicated.

3rd The delivery period will be extended accordingly due to conditions present in situations such as labor disputes, particularly strikes and lockouts, as well as due to the occurrence of unforeseen hindrances out of the control of the supplier, as long as it can be verified that such hindrances have a significant effect on the completion or delivery of the delivery item. This also applies when such circumstances are present for subcontracted suppliers.

The conditions previously mentioned are also out of the control of the supplier if they occur when delivery is already delayed. In important cases, the start and end of such hindrances will be communicated to the purchaser by the supplier as soon as possible.

4th If damages are caused to the purchaser due to a delay for which the supplier is responsible, the purchaser has the right to demand compensation for the delay at the exclusion of all other claims. This shall amount to ½ percent for each full week of delay, with the total not exceeding 5 percent of the value of those parts of the entire delivery that cannot be used on time or in accordance with the contract due to the delay.

5th If shipment is delayed at the request of the purchaser, the purchaser will be charged for the costs arising from the storage of the item provided by the supplier starting one month after notice of readiness for shipment has been given, with these charges amounting to at least ½ percent of the invoice amount for each month. After fixing and fruitless expiry of an appropriate amount of time the

supplier is, however, entitled to make another decision on what to do with the item and set a new, appropriate deadline for the purchaser.

6th Adherence to the delivery period requires fulfillment of the purchaser's duties under the contract.

## **V. Passing of risk and receipt**

1st Risk passes to the purchaser with dispatch of the delivery parts at the very latest, even if partial deliveries are made or the supplier has agreed to cover other services such as shipping costs or delivery and assembly. Upon the request of the purchaser the supplier can insure the shipment against theft, breakage, transport damages, fire damages, and water damages as well as any other insurable risks at the expense of the purchaser.

2nd If shipment is delayed as the result of circumstances caused by the purchaser, the risk is transferred to the purchaser on the day that the shipment is ready for dispatch, but the supplier is still obligated to provide insurance at the request of and cost to the purchaser requesting insurance.

3rd Delivered products must be accepted by the purchaser, regardless of their rights under Section VII, even if they have insignificant defects.

4th Partial deliveries are allowable.

## **VI. Retention of ownership**

Delivery of the product is subject to retention of ownership in accordance with § 455 BGB (German Civil Code), with the following additions:

The purchaser cannot pledge the delivery item or transfer the delivery item by way of security. In the case of pledges and seizure or other dispositions by third parties, the purchaser must immediately inform the supplier of this.

In the case that the purchaser acts contrary to the contract, particularly in regard to payment delay, the supplier is entitled to take back the delivery item after issuing a warning and the purchaser is obligated to relinquish it. Assertion of retention of ownership and pledging of the delivery item by the supplier is not considered as a withdrawal from the contract, as long as laws applying to installment payments are not in effect.

The product remains the property of the seller until full payment is received for all outstanding charges owed to the seller by the purchaser now and in the future in relation to this business relationship. Purchaser claims arising from the resale of the product subject to the right of retention are surrendered to the seller immediately, regardless of whether or not the product subject to right of retention has been resold to one or more buyers. The transfer of claims serves as security for the retention seller only up to the amount of the value of the respective product subject to retention that has been sold.

The purchaser is only authorized and entitled to resell the product subject to retention with the stipulation that the purchase price acquired from the resale is passed on to the seller in accordance with the advance relinquishment described above. The purchaser is not entitled to make other decisions concerning the product subject to retention.

The purchaser is authorized to collect the claimed money from the resale, even though they have relinquished it. Entitlement of the seller to the claimed money remains unaffected by the authorization of the purchaser to collect the money. The seller will not, however, collect its claimed money as long as the purchaser makes its payments as agreed. If requested by the seller, the purchaser must inform the seller of the debtors for the relinquished claimed money and must inform the debtors of the relinquishment. The retention of property as described in the aforementioned conditions remains intact, if individual claims of the seller are recorded in an ongoing bill and the balance is calculated and recognized. The retention of property of the seller is of such a nature that once all claims towards the purchaser arising from the business relationship have been paid in full, ownership of the product subject to retention will immediately pass to the purchaser and the purchaser will be entitled to the relinquished claims.

The seller is obligated to release - as it chooses - the securities due to it in accordance with the aforementioned regulations when their value exceeds the value of claims secured by 25%, but with the stipulation that with exception of a delivery in a true current account relationship, only deliveries or delivery replacement values that have been fully paid can be released.

**Side agreements** are only valid if they are confirmed in writing.

## **VII. Liability for defects and delivery**

The supplier is liable for defects in the delivery, which includes a lack of clearly warranted characteristics, excluding further claims notwithstanding, Section IX 4, as follows:

1st All parts that become unusable or whose usability is negatively affected by something other than negligence within 6 months (for multi-shift operation within 3 months) of commissioning as a consequence of a circumstance present before the risk is transferred - especially due to faulty construction techniques, bad materials, or faulty design - must be repaired or replaced free of charge

by the supplier as it chooses at its equitable discretion. The supplier must be informed in writing as soon as any such defects are identified. Replaced parts become the property of the supplier.

If there are delays in shipping, setup, or commissioning that are not the fault of the supplier, this liability lapses no later than 12 months after risk transfer.

For essential foreign products, the liability of the supplier is limited to relinquishment of liability claims owed to it by the supplier of the foreign product.

2nd The right of the purchaser to make claims based on defects expires in all cases within six months after the time of timely reproof, and not before the expiration of the warranty period.

3rd No responsibility is taken for damages caused by the following:

Unsuitable or improper usage, incorrect assembly or commissioning by the purchaser or third party, natural wear and tear, faulty or careless handling, unsuitable operating resources, substitute materials, faulty construction work, unsuitable foundation, or chemical, electrochemical, or electric influences as long as they are not caused by the supplier.

4th The purchaser must give the supplier the necessary time and opportunity, determined in coordination with the supplier, to complete all repairs and replacement deliveries deemed necessary by the supplier at its equitable discretion, otherwise the supplier will be freed from its liability for defects. Only in urgent cases in which there is a hazard to operational safety or when necessary to prevent disproportionately large damages, the supplier should be alerted immediately or if the supplier is delayed in remedying the defect the purchaser has the right to remedy defects itself or have them remedied by a third party and to demand reimbursement of the necessary costs from the supplier.

5th With regard to the costs incurred directly due to the repair or replacement delivery, the supplier will cover - as long as the complaint is deemed justified - the costs of the replacement part, including shipping and reasonable costs for disassembly and assembly and furthermore, if it can be fairly required based

on the circumstances of the individual situation, the costs for any necessary provision for its assembly technicians and assistants will be covered. The purchaser is responsible for all other costs.

6th For replacement parts and repairs, the warranty period is 3 months, but it will last at least until expiration of the original warranty period for the delivery item. The period of defect liability for the delivery item is extended by the duration of the interruption of operation caused by repair work.

7th Any improper modifications or maintenance work undertaken by the purchaser or third parties without prior approval of the supplier will void liability for the consequences resulting from this.

8th Further claims of the purchaser, particularly a claim for compensation of damages not originating from the delivery item itself are excluded to the extent allowable by law.

### **VIII. Liability for secondary obligations**

If the delivered object cannot be used by the purchaser as specified in the contract due to negligent or faulty execution caused by a fault of the supplier during, before or after contract conclusion as a result of suggestions and advice as well as other contractual secondary obligations - particularly instructions for operation and maintenance of the delivery item - then the stipulations of Sections VII and IX apply accordingly to the exclusion of further claims.

### **IX. Right of the purchaser to withdraw**

1st The purchaser can withdraw from the contract if it becomes impossible for the supplier to provide all services before final risk transfer. The same applies for incapacity of the supplier. The purchaser can also withdraw from the contract if, for an order of identical parts the execution of part of the delivery becomes impossible due to the quantity and the purchaser has a justified interest in rejecting a partial delivery. If this is not the case, the purchaser can reduce counter performance accordingly.

2nd If a service delay in the sense of Section IV of the delivery conditions is present and if the purchaser gives the supplier experiencing the delay a reasonable grace period with the explicit explanation that the purchaser will refuse services after this period has expired and if the grace period is exceeded, then the purchaser has the right to withdraw.

3rd In the case that this inability to deliver occurs during the acceptance delay or is due to the purchaser's own fault, then the purchaser will still be obligated to provide compensation.

4th Furthermore, the purchaser also has the right to withdraw if the supplier allows a reasonable grace period for repairing or replacement delivery related to a defect caused by the supplier as specified in the delivery conditions to lapse unproductively. The purchaser's right to withdraw also remains in force if it is impossible for the supplier to repair or provide a replacement delivery or the supplier becomes incapable of doing so.

5th Excluded, to the extent allowable by law, are all other further claims of the purchaser, particularly with regard to conversion, cancellation, reduction or compensation for any kind of damages and also for such damages that do not arise from the delivery item itself.

#### **X. Right of the supplier to withdraw**

In the case of unforeseeable events as specified in Section IV of the delivery conditions, insofar as they substantially change the economic importance or content of the performance or if the supplier might later become incapable of providing service, the contract will be adapted accordingly. If this is not economically reasonable, the supplier has the right to withdraw from the contract in part or in full.

The purchaser cannot make any damage compensation claims based on such a withdrawal. If the supplier wishes to make use of the right to withdraw, it must immediately inform the purchaser of this after recognizing the significance of the event, even if an extension of the delivery period has already been agreed with the purchaser.

#### **XI. Place of jurisdiction**

For all disputes arising from this contractual relationship, provided that the purchaser is a registered trader, a legal entity recognized by public law, or special property recognized by public law, the complaint must be submitted to the court responsible for the supplier's headquarters or the branch office responsible for carrying out the delivery. The supplier also has the right to submit a complaint at the headquarters of the purchaser.

These general terms and conditions apply for traders, legal entities recognized by public law, and special property recognized by public law.

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