

General Conditions of Sale

§ 1 In General – Area of Application

(1) Our Conditions of Sale exclusively apply; conditions of the buyer opposed to or differing from our Conditions of Sale are not acknowledged, unless we have expressly consented to the validity of such conditions. Our Conditions of Sale also apply if we render delivery to the buyer without reservation whilst aware of buyer's conditions opposed to or differing from these Conditions of Sale.

(2) All agreements made between us and the buyer regarding the execution of this contract must be stipulated in writing in this contract.

§ 2 Offer – Tender Documents

(1) Our offer is without engagement, provided that nothing else arises from the order confirmation.

(2) We reserve proprietary rights and copyrights to all illustrations, drawings, calculations and other documents, which may only be made accessible to third parties with our prior consent.

§ 3 Prices – Terms of Payment

(1) Unless stated otherwise in the order confirmation, our prices apply ex works exclusive of packaging, which is invoiced separately. We charge a lump sum for transportation, packaging and processing costs for accessories and replacement parts amounting to a goods value under €100.00. With a goods value exceeding €100.00, packaging is calculated at cost price.

(2) We reserve the right to increase our prices accordingly, if cost increases occur particularly as a result of pay settlements or material price increases, of which we will provide the buyer with evidence on request.

(3) If our customer is not a registered trader, the following applies: For contracts with an agreed delivery period exceeding 4 months, we reserve the right to increase the prices according to the arisen cost increases particularly due to wage agreements or material price increases. The customer has a right of cancellation, should the increase exceed 5% of the agreed price.

(4) Our prices do not include statutory value added tax. This is shown separately on the invoice according to the legal VAT rate on the invoice date. Unless stated otherwise in the order confirmation, the purchase price (strictly net) is payable within 30 days calculated from the date of invoice. Bills for assembly or repair are payable strictly net within 3 working days after performance of the services and receipt of the bills.

(5) Should the buyer default in payment, we are entitled to charge interest amounting to 8 percentage points above the base rate for the year during the default. If we are able to demonstrate higher damage caused by the delay, we are entitled to assert corresponding claims. The buyer is only entitled to set-off rights, if his/her counterclaims have been ascertained legal, are undisputed and approved of by us. The buyer has no right of retention due to contested counterclaims.

§ 4 Delivery Period

(1) The commencement of the specified delivery period is subject to clarification of all technical questions.

(2) Should we default in delivery for reasons for which we are responsible, liability to pay damages in the event of common negligence is excluded.

(3) If the buyer sets us an adequate time limit for indemnification or supplementary performance once we are already in default, he/she is entitled to withdraw from the contract upon effectless expiry of this additional respite. The buyer is only entitled to damage claims due to breach of a contractual obligation, in the amount of the foreseeable damage, if the default is based on intent. For the rest, the liability to pay damages due to breach of duty is limited to 50% of the occurred damage.

(4) The limitations of liability according to sections 2 and 3 do not apply, if a commercial firm deal was agreed. The same applies if the buyer can prove that his/her interest in fulfilment of the contract has ceased as a result of our default.

(5) Adherence to our delivery commitment is subject to due and proper fulfilment of the buyer's obligations.

Should the buyer default in acceptance and should he/she neglect any other obligations to co-operate, we are entitled to claim compensation for the damage caused to us inclusive of any additional expenditure. In this case the risk of incidental loss or incidental deterioration of the purchase price is transferred to the buyer at the time when he/she defaults in acceptance.

§ 5 Transfer of Risk

(1) Delivery ex works is agreed unless stated otherwise in the order confirmation.

(2) We will take out a transport insurance for the delivery at the buyer's request. The buyer carries the costs of the transport insurance.

§ 6 Defects – Warranty

(1) Should the buyer exercise rights due to defects in our performance, he must primarily fulfil his obligations regarding inspection and notification of defects in accordance with §§ 377 and 378 German Commercial Code. If our service is inadequate, we are entitled to supplementary performance and can offer either remedy of defects or delivery of an item free of defects. In the event of remedy of defects, we are obliged to bear all expenses necessary for the remedial action, especially costs for transportation, labour and materials, as long as these do not increase as a result of the object of purchase being transported to a place other than the place of fulfilment.

(2) Unless otherwise stated hereinafter, further claims by the buyer – for whatever legal reasons – are excluded. We are therefore not liable for damage that is caused to the delivery item itself. Furthermore, we are not liable for lost profit or other pecuniary loss of the buyer.

(3) The preceding limitation of liability does not apply if the cause of damage is based on an intentional or negligent breach of duty on our part, if the buyer's rights are based on a defect that we have maliciously concealed, or if we have guaranteed the existence of a particular property.

(4) Should we negligently breach a duty that is essential to the contract, our obligation to pay compensation for property or personal damage is limited to the amount of cover of our product liability insurance.

(5) The warranty period is one year calculated from the transfer of risk and is a statutory period of limitation, which also applies for compensation claims due to consequential harm caused by a defect, provided that no claims resulting from unauthorised action are asserted.

(6) Equipment subject to complaint, if transferred to us, must be appropriately packaged and sent free of charge. If notices of defects or complaints are unfounded, the buyer is obliged to appropriately pay the originating costs, e.g. for delegation of qualified personnel.

§ 7 Joint and Several Liability

(1) Liability for damages exceeding what is stipulated in § 6, sections 4 to 6 is excluded, except for liability due to intent, irrespective of the legal nature of the asserted claim.

(2) The regulation according to section 1 does not apply for claims corresponding to §§ 1 and 4 Product Liability Act.

(3) As far as our liability is limited or excluded, this also applies for the personal liability of our employees, representatives and subcontractors.

(4) The statute of limitation from the manufacturer's liability according to § 823 German Civil Code complies with § 6, section 7 – regardless of whom these claims are asserted against.

§ 8 Protection of Reservation of Title

(1) We retain the title to the object of purchase until receipt of all payments from the business connection with the buyer.

(2) We are entitled to redeem the object of purchase in the event of behaviour contrary to the contract on the buyer's part, especially in the event of delayed payment. Redemption of the object of purchase does not imply withdrawal from the contract, unless we should expressly declare this in writing. Seizure of the object of purchase on our part always implies withdrawal from the contract. We are entitled to sell the object of purchase after redemption. The proceeds from the sale must be set off against the buyer's liabilities less adequate costs of sale.

(3) Should we agree to payment of the purchase money obligation on the basis of the cheque-bill exchange procedure, the reservation also comprises encashment of the accepted bills of exchange by the buyer and does not expire through credit of the received cheque.

(4) The buyer is obliged to handle the object of purchase with care and must insure the item at his/her own expense and in accordance with the original price against damage resulting from fire, water and theft. The buyer must carry out any necessary maintenance and inspection work on time and at his/her own expense.

(5) In the event of seizure or other interventions by third parties, the buyer must inform us immediately in writing so that we can take action according to § 771 Code of Civil Procedure. If the respective third party is unable to refund the judicial and extrajudicial costs of action according to § 771 Code of Civil Procedure, the buyer shall be liable for the resulting loss.

(6) The buyer is entitled to resell the object of purchase in the regular course of business, however, he now already transfers to us all receivables from his/her customers or third parties resulting from the resale, equivalent to the final amount invoiced (including value added tax), irrespective of whether the object of purchase has been resold in an unprocessed condition or after processing. The buyer remains entitled to collect this debt even after the transfer, yet this does not affect our authorisation to collect the debt ourselves. However, we commit ourselves to refrain from collecting the debt as long as the buyer meets his/her payment obligations from the collected proceeds, is not in arrears, there is no application for opening of bankruptcy or composition proceedings and payment has not been stopped. Should this be the case however, we can ask the buyer to disclose to us the transferred receivables and the respective debtor, give all information necessary for collection, deliver the corresponding documents and notify the debtor (third party) of the transfer.

(7) Processing or alteration of the object of purchase by the buyer is always carried out exclusively for us. If the object of purchase is processed with other objects that do not belong to us, we acquire co-ownership of the new product according to the value of the object of purchase in relation to the other processed objects at the time of processing. For the rest, the product originating from the processing procedure is subject to the same conditions as the object of purchase delivered under reserve. If the object of purchase is inseparably combined with other objects that do not belong to us, we acquire co-ownership of the new product according to the value of the object of purchase in relation to the other combined objects at the time of combination, so that the buyer's product must be regarded as main product. It is thus considered agreed that the buyer assigns to us co-ownership on a pro-rata basis. The buyer stores the originated joint property for us.

The buyer also assigns to us the receivables to safeguard our receivables from him/her, which he is owed by a third party from the connection of the object of purchase with a piece of real estate. At the buyer's request, we are obliged to release the securities to which we are entitled, if the value of our securities exceeds the claim to be secured by more than 20%. Selection of the securities to be released rests with us.

§ 9 Legal Venue – Place of Execution

Legal venue is our business location, if the buyer is a registered trader. However, we are also entitled to institute legal proceedings against the buyer at the court of his/her domicile.

Our place of business location is place of execution, unless stated otherwise in the order confirmation.

Our business location is legal venue, if the buyer changes his domicile or general residence beyond the area of application of the Federal Republic of Germany upon conclusion of the contract. This also applies if the buyer's domicile or general residence is unknown at the time of institution of legal proceedings.

German law applies for our contractual relationships.

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