

1. General

All sales and delivery contracts of the seller are based on the following conditions, which are considered accepted to be valid by placing the order and accepting the delivery. Deviating conditions of the purchaser are only valid upon explicit written acceptance by the seller. The purchaser's purchasing terms do not apply for the seller. For materials, DIN standards or commercial terms and accepted guidelines of industrial trade associations apply.

The seller reserves property rights and copyrights for samples, cost estimates, drawings and similar information of material or immaterial nature, this also includes in electronic form. They must not be made accessible to third parties. The seller obligates itself to only make information and documentation marked by the purchaser as confidential accessible to third parties with its consent.

2. Contract Conclusion

Offers are subject to confirmation. Acceptance of an offer can only be facilitated by written confirmation by the seller. Agreements that deviate from these conditions must be in written form. Change of the agreement for the written form may also only be in writing.

3. Prices

Prices generally apply ex works, excluding the costs for packing, transport and transport risk. If fixed prices were not arranged explicitly, the list prices that were valid on the day of delivery apply. Calculation and payment will be in € plus statutory value added tax.

4. Delivery

Delivery dates and delivery periods that were arranged with or without obligation are to be specified in writing. Delivery periods become effective on the day of business and technical clarification of the order. Compliance with delivery periods requires timely receipt of all documents to be delivered by party ordering, timely clarification by party ordering and compliance with the arranged terms of payment.

If a delivery date without obligation or a delivery period without obligation is exceeded by three weeks, the purchaser can request delivery from the seller. Effective with receipt of this request, the seller is considered in delay.

If the purchaser is entitled to delay compensation, in cases of slight the seller's negligence, it is limited to a maximum of 5 % of the arranged purchase price. If in addition, the seller desires to withdraw from the contract and/or to request compensation instead of delivery, it must provide the seller with a reasonable delivery deadline after expiration of the three-week-period. If the purchaser is entitled to compensation instead of delivery, in the case of slight negligence the entitlement is limited to a maximum of 25 % of the arranged purchase price.

If a delivery date with obligation or delivery period with obligation is exceeded, the seller is already in delay with exceeding the delivery date of delivery period. In this case, the aforementioned liability restrictions apply accordingly.

Force majeure or operational interruptions occurring with the seller or its suppliers that temporarily hinder the seller without its fault to deliver the object of purchase at the arranged date or within the arranged period change the dates and periods mentioned in this provision by the time period of the performance interruptions caused by these conditions. The purchaser can withdraw from the contract of sale if corresponding interruptions result in a performance delay of more than two months. Other withdrawal rights remain unchanged.

5. Place of Fulfilment

Place of fulfilment for all obligations that are a direct or indirect result of this contractual relationship, including the payment obligation, is the seller's place of business.

6. Payments

The payment conditions are specified in the confirmation of order or the invoice. Offsetting against counterclaims of any type is excluded, unless the claims have been confirmed by a court of law or are undisputed. Payments must not be withheld against possible counterclaims. In the case of non-compliance with payment terms, the seller is in arrears without notification. Bills of exchange will only be accepted upon prior agreement.

Payments via cheque or bill of exchange are only considered fulfilled after encashment and credit by the seller's financial institute. Discount charges are borne by the party ordering. In case the payment target is exceeded, the seller is entitled to request default interest in the amount of 8 % above the base rate. In the event of suspension of payments, the party ordering filing a request to initiate insolvency proceedings, all the seller's invoices are due and at the same time, all discounts become invalid.

7. Retention of Title

The seller reserves the ownership of the delivery item until receipt of all payments from the delivery contract. In the case of breach of contract by the purchaser, in particular delayed payment, the seller will have the right to demand return of the delivery item after issue of a warning and the purchaser will be obligated to return the delivery item. In the case of pledging or other interventions by third parties the purchaser must immediately inform the seller in writing.

The purchaser has the right to resell the delivery item in the course of routine business. However, he is already assigning to the seller all claims he is entitled to against the customer or third parties from the resale, irregardless of whether the goods subject to retention of title are sold unprocessed or after processing. – The purchaser is also authorized

to collect these debts after assignment. The seller's authorization to collect the claims himself will remain unaffected, however, the seller undertakes not to collect the claims as long as the purchaser duly complies with his payment duties. The seller can demand that the purchaser disclose the claims being assigned and their debtors to the seller, provide all information necessary for collection, submit the appurtenant documents and notify the debtors of the assignment. Where the delivery item is resold together with other goods not belonging to the seller the claim by the purchaser against the customer to the amount of the delivery price agreed on between the seller and purchaser will be regarded as having been assigned.

The processing or transformation of items subject to the retention of title will be carried out by the purchaser for the seller in every case. Where the item subject to retention of title is processed with other items not belonging to the seller the seller will acquire a share in the ownership of the new item on the basis of the ratio of the value of the item subject to retention of title to the other items processed at the time of processing. In other respects, the same will apply to the item derived from processing as to the goods subject to retention of title.

The purchaser is obligated to insure the delivery item during the validity of the retention of title against theft, breakage, fire, water and other damage and to report this to the seller. Where he fails to do so the seller will have the right to take out the insurance at the purchaser's expense. The retention of title and the security the seller is entitled to will apply until the complete release of any contingent liabilities (e.g. in the case of payment in "check – bill of exchange" procedure), the seller entered into in the interest of the purchaser. The seller will be obligated to release the securities the purchaser is entitled to where their value exceeds the claims being secured by more than 10% provided that they have not yet been satisfied.

8. Warranty, Notice of Defects

Obvious defects must be notified in writing to the seller immediately upon delivery, no later than within one week, but in any case, prior to processing or installation, otherwise assertion of a warranty claim is excluded. Timely sending is considered sufficient for adherence to the time limit.

The seller must be granted the opportunity for an on-site check-over. In case of a justified notice of defects, the seller shall provide at its own choice warranty through correction or compensation delivery.

If the re-fulfilment fails, the purchaser can request at its own choice a reduction of payment (decrease) or rescission of the contract (withdrawal). However, in the event of only a slight lack of conformity with the contract, in particular only slight deficiencies, the purchaser is not entitled to a right of withdrawal.

If the purchaser chooses, due to a legal or material deficiency after failed re-fulfilment to withdraw from the contract, it is not entitled to any additional claim for compensation due to the deficiency.

If the purchaser chooses compensation after failed re-fulfilment, the goods remain with the purchaser if this is reasonable. Compensation is limited to the difference between the purchase price and the value of the deficient item. This does not apply if the seller caused the contract breach maliciously.

Generally, only the seller's product description is agreed to for the condition of the goods. Public statements, advertising or sales promotions by the manufacturer do not represent an additional contractual condition statement of the goods.

If the purchaser receives deficient installation instructions the seller is only obligated to delivery of correct installation instructions and this only then if the deficiency in the installation instructions hinders proper installation.

The warranty period is two years and commences with completion. Exchange and return of custom-made products are always excluded. For parts that were not produced or processed by the seller, manufacturer's conditions apply which can be viewed by the purchaser at any time at the seller's. Construction and built-in parts are delivered according to the respective state-of-the-art.

9. Liability

If, based on legal provisions according to these conditions, the seller is liable to compensate for a damage that was caused slightly negligently, the seller is limitedly liable.

The liability only applies for violation of important contractual liabilities and is limited to typical, direct damages that were predictable at contract conclusion and in any case to not more than 25 % of the agreed purchase price. This restriction does not apply in the event of injuries to life, body and health and also possible seller's liability due to malicious non-disclosure of a deficiency or due to granting warranty or exercise risk and according to the product liability law remain unchanged.

As far as the damage is covered by an insurance policy that was concluded for the respective damage case (excluding capital-sum insurance), the seller is liable for the relating disadvantages to the purchaser, e.g. higher insurance amount or interest disadvantages, until damage settlement through the insurance company.

Liability resulting from delivery delay is regulated conclusively under clause 4.

10. Applicable Law, Place of Jurisdiction

For all legal relationships between supplier and orderer, solely the law of the Federal Republic of Germany applies. Place of jurisdiction is the court that is responsible at supplier's place of business. However, the supplier is entitled to file a claim at the orderer's place of business.