

Terms and Conditions

The following conditions apply to all our quotations, sales contracts, consignments and services. Different conditions of purchasers and buyers are not applicable to us, even if there is no explicit contradiction in terms and conditions.

I. Quotes

The attachments included with quotes – such as pictures, graphs, weight and service indicators; including our price list, brochures and other printed material – are only partially applicable if they are not declared explicitly mandatory. We fully reserve the right of property and the copyright on all the documents included in our quotes, such as graphs, drawings, catalogues, cost estimates, calculations and patterns. Without our written permission, these documents must not be forwarded to third parties neither in the original nor in other versions, and they must be returned to us on request.

II. Conditions of delivery

Our written order confirmation is mandatory to determine delivery conditions. Subsidiary arrangements or modifications have to be confirmed in writing to become applicable. After order confirmation, eventual change requests of the customer are carried out without service charge only if they do not incur any additional costs.

III. Prices and Payment transactions

- The indicated prices are valid only ex factory in Rutesheim/Germany; freight and packaging charges and insurance fees are excluded. Sales taxes conform to legal definitions and are added to these prices.
- We choose packaging according to requirements and charge it separately.
- Invoices are delivered in Euro and may be paid only in Euro. We accept payment only if it is transferred into one of our accounts or paid directly to us. Without special arrangements, by default the full amount of our invoices becomes due 30 days after the date of invoice.
- The buyer may offset his claims against our own payment requests only if his claim is uncontested or if a court decision is legally binding. When offsetting payment request, trade discounts within the primarily determined grace period may only be deducted from the remaining amount in cash. The right of retention is excluded, if it refers to claims outside of those specified in the present sales contract.
- If the buyer does not pay within the allotted timeframe, we are allowed to withdraw from the contract after a determining additional respite. We may also ask for compensation because of non-compliance. If the term of payment is exceeded, we are authorised to ask for default interests, plus value-added taxes conforming to legal regulations.
- If payment by instalments is arranged, the remainder of the debt has to be paid immediately, regardless of the term of payment of eventual acceptances, if
 - ...the buyer, who is not registered as a tradesman, defaults partially or completely with at least two rates and if the amount, on which payment is delayed, is at least the tenth part of the purchasing price.
 - ...the buyer, who is registered as a tradesman, fails to fulfil the payment within 14 days of the due date, does not pay at all, or settlement or insolvency proceedings are applied for his fortune.

IV. Delivery and terms of delivery

- The terms of delivery begin with the dispatch of the order confirmation, but only after the buyer has provided essential documents, permissions, and approvals, and only after the receipt of the down payment (per prior agreement).
- The terms of delivery are kept if the object to be delivered has left the factory within under these conditions or if it has been declared ready for delivery.
- The term of delivery is prolonged in an appropriate manner in case of strike or unpredictable events beyond our control. If these obstacles affect the completion or the delivery of the ordered goods, or if they occur during delay, the same is applicable to sub-suppliers.
- The terms of delivery are only observed if the customer fulfils his contract obligations.
- The delivery is carried out according to our own discretion, but without any warranty for most regular shipments and (if nothing else is agreed on) the goods are sent via factory Rutesheim at the customer's risk.
- If delivery is delayed according to a customer's request, we are authorised to have the merchandise at our own disposal (after determination and expiration of the time limit) and to prolong the customer's term of delivery in an appropriate manner or to offset costs for storage at our factory starting one month after the availability had been declared (at least 0.5 per cent of the invoice amount per each month).

V. Risk and taking delivery

- The risk passes on to the buyer, at the latest, when the delivery goods are sent, i.e. even in the case when some of the goods have been already delivered or if we have provided other services, like freight charges, delivery, or assembly.
- If the delivery is delayed due to conditions of the customer's responsibility, the risk passes on to the customer on the same day when the availability of the goods has been declared.
- The buyer has to accept the delivered goods even if they are unsatisfactory – the rights of section VII remain unaffected.
- If the buyer delays the purchase for more than 14 days after the availability has been declared, we are authorised (after prolonging the term of delivery for another fortnight) to withdraw from the contract or to ask for damages due to contractual failure. The delay is not afforded if the buyer refuses to accept the delivery seriously, or if it appears that he

obviously won't be able to pay neither the quote within this term nor the agreed upon rates.

- In case of special manufacturing, the buyer is obliged to purchase in any case.

VI. Right of property

The right of property of the delivered goods is retained until final payment of all the claims of business relationships. If the articles which are retained under our right of property are combined with other articles, the buyer cedes all rights related to the combined article to us and takes the responsibility of storing the articles appropriately. The buyer is only authorised to resell the article, which is retained under the right of property, only on the condition that the claim to the price of this sales transaction passes immediately to us. Under no circumstance is the buyer allowed to secure in another location or to pawn the article, which is retained under the right of property. In case of pawn, he must refer to our right of property and he must inform us immediately about an eventual pawn by enumerating all the objects that might be eventually seized. In case of payment delay or payment trouble, we are authorised to claim the articles back which are retained under the right of property. The buyer must store our goods separately and must mark our property; furthermore, he must send us a precise inventory and he is not allowed to dispose of our goods. If we agree on selling the retained article as sold items, he must take care that the new buyer is transferred directly to us.

VII. Liability for lacking delivery

We are fully liable for lack of delivery, including missing qualities, which had been defined previously, such as the following (excluding further claims):

- All the following items must be repaired or replaced without charge and according to our own estimation: items which finally prove to be useless or whose function turns out to be seriously affected within 12 months (within 6 months in case of multiple shifting) after the beginning of operation due to facts occurred before risk transaction (especially due to faulty architecture, to bad material or to lacking workmanship). We must be informed immediately and in writing if such deficiencies are noticed. We gain property of all replaced items. If delivery, assembly or operation is delayed without our fault, liability finishes at least 12 months after risk transaction. For foreign products of further manufacturers, our liability is limited to ceding the liability claims to our supplier's liability rights.
- The Buyer's right to insist on liability claims censes, in all cases, 12 months after initial inspection, but only after the beginning of the warranty limit, according to paragraph 1.
- There is no warranty for damages which originate from the following reasons (if they are not caused due to our own fault): inappropriate or improper use; lacking assembly or operation caused by the Buyer or by a third party; extended normal use; faulty or neglectful treatment; inappropriate operation material; replaced working material; inappropriate ground for construction; chemical, electrochemical or electric influences.
- The Buyer must concede to us the settled time and occasion required for the execution of all the repairs and replacements, which are afforded according to reasonable estimation; if he does not concede it, we are not obliged to fill the liability for delivery. Only in urgent cases, e.g. when the safety of the operation is under risk or when disproportionately large damages must be avoided (in such cases we must be informed immediately) or when we delay in rectifying a deficiency, the Buyer is authorised to rectify the deficiency by himself or to delegate a third party to rectify the deficiency and to demand from us compensation for the relevant fees.
- If the claim is justified, we will reimburse the fees directly related to repairs and replacements, i.e. the costs for the spare part including delivery and the appropriate costs for removal and assembly. If deemed appropriate to individual situations, we will also pay the costs for the required labour of our mechanics and ancillaries. The Buyer pays all the remaining costs.
- The warranty limit for the spare parts and the repairs is three months, but it lasts at least until the end of the original warranty on the delivered item. The liability limit for deficiencies of the delivered item is extended for the same period as the duration of the interruption of operation due to repair.
- If the Buyer or a third party eventually modifies or repairs our products inappropriately without our prior consent from us, the liability ceases for any consequences caused by these modifications and repairs.
- Further claims of the Buyer, especially the claim on indemnification for damages, which did not occur on the delivered item itself, are excluded if exclusion is legally permissible.

VIII. Location of fulfilment and place of jurisdiction

- German Law applies on the contract relationship.
- The location for fulfilment of delivery and payment is Rutesheim.
- The exclusively permitted places of jurisdiction for any present and future claims on the business relation with fully authorised dealers, including claims on cheques and exchange bills, are the state courts Amtsgericht Leonberg and Landgericht Stuttgart.
- The same place of jurisdiction also applies if the Buyer does not have a general place of jurisdiction in Germany, if he has shifted his residence or his habitual dwelling place after the contract has been signed, or if his residence or habitual dwelling place is unknown at the moment when legal proceedings are undertaken.

IX. Salvatoric Clause

- If the Terms and Conditions are partly faulty and if they infringe upon valid laws of the Federal Republic of Germany, all the remaining valid sections remain still unaffected.
- The invalid sections of the Terms and Conditions must be justly replaced by phrases which remain as close as possible to the meaning of the original phrasing.