



## Terms and conditions of delivery and payment

All offers and deliveries shall be subject to the present terms and conditions of delivery and payment. Our terms shall remain in force for the entire duration of the business relationship even if no express reference is made to them prior to each transaction.

### 1. Offer and execution of contract

1.1 As regards price, quantity, delivery lead time and ability to make delivery, our offers are always made without engagement.

1.2 Orders shall be deemed accepted by us after we have sent our acknowledgement of order. Verbal agreements and ancillary covenants must be confirmed in writing in order to be enforceable.

### 2. Prices

2.1 Prices are quoted from Heilbronn, exclusive of packaging and other expenses, plus Value Added Tax at the current statutory rate. The cost of packaging corresponds to 1% of the net value of the goods. Packaging will not be taken back. After the period permitted by law has expired, the selling prices applying at date of delivery, any surcharges for higher costs or price discounts shall apply to all goods and services specified in the offers or acknowledgements of orders. Call off orders shall be accepted for a maximum period of one year. Should any goods subject to call off order fail to be accepted within this time, then the supplier may declare the order to have lapsed. For already accepted goods, a recalculation of the price shall be made on the basis of the list prices or of the normal discount rates. The customer shall indemnify the supplier for all losses sustained by the latter pursuant to the cancellation of the order. Obvious errors and mistakes in offers, acknowledgements of orders or invoices may be corrected by the supplier. No legal claims can arise on grounds of incorrect data which are in obvious contradiction to other sales documents.

2.2 Should the cost prices on which our price calculations are based change after execution of contract, we shall be entitled to make a subsequent adjustment to agreed prices.

### 3. Delivery

3.1 All deliveries shall be made at the customer's expense risk. Unless specific instructions are given, the route and mode of transport of delivery shall be at our option, with no obligation to select the cheapest form of shipment. Insurance coverage shall be taken out only at the customer's express request and at the latter's expense.

3.2 For calculation purposes, the date of readiness for shipment shall apply, irrespective of whether delivery is possible or not on account of blockage of the goods or some other obstacle.

3.3 Any stated delivery lead times shall be adhered to as far as possible, but shall not be deemed binding. The customer cannot derive any claims to indemnification whatsoever on grounds of delayed delivery. This shall not affect any statutory right to withdraw from the contract.

3.4 The shipping weight and dimensions stated in the printed matter shall be adhered to as accurately as possible but cannot be guaranteed. Complaints based on the differences between the weight or dimensions of the shipped material and the data stated in the printed matter will not be recognized.

3.5 The dimensions and weights stated in the supplier's drawings are not binding. We reserve the right to make design changes. The copyright and the rights under Article 7 of the law governing patents (Patentgesetz) and under Article 1 of the law governing utility models (Gebrauchsmustergesetz) with respect to drawings and equipment together with related documents, offers, price quotations, shall remain the supplier's property. They are entrusted to the recipient only for the latter's personal use for the purposes set forth in the respective offer, and shall not be copied either wholly or in part or made accessible to third parties without the supplier's express consent. Drawings and related documents shall be returned immediately to supplier should a decision be made not to place an order. **Protected rights.** The supplier gives warranty that its equipment does not infringe third-party industrial rights only for the territory of the Federal Republic of Germany.

3.6 If a congruent covering transaction has been agreed, and delivery is not effected by our supplier correctly or in time, or if, for lack of a congruent covering transaction, we fail to procure the goods to be processed, or if we are prevented from performing our contractual obligations through force majeure, disturbance of operations or transportation, strikes or lockouts, then we shall have the right to postpone delivery by the period of duration of such disturbances plus an additional reasonable start-up time or to reduce delivery appropriately, or to withdraw from the contract wholly or in part. To this extent, damages claims on the customer's part are barred.



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3.7 If, after confirmation of the order, well founded doubts arise as to the customer's creditworthiness, for example on the basis of unfavourable information, protestations of bills of exchange, legal actions etc., or if the customer defaults on payments due to us, then we shall be entitled to demand advance payment of the purchase price or collateral. Should the customer fail to satisfy this request within a reasonable period of time, then we shall have the right to withdraw from the contract. We shall also be entitled to withdraw from the contract if the customer fails to call the purchased quantity within the set period of time. This shall not prejudice the right to make further claims.

### **4. Payments**

4.1 Unless otherwise agreed, payments shall be made within 14 days of invoice date with 2% discount or within 30 days net, charges paid, to the supplier's domicile. Repairs shall be immediately payable, net only. Payment shall be made in cash, through bank, giro or post office giro remittance. Offsetting against counterclaims is prohibited unless such claims are uncontested or have been upheld by final court judgement. We expressly reserve the right to accept bills of exchange and cheques. Bills of exchange and cheques shall be accepted with a view to payment and shall be deemed payment only when they have been honoured in full. Discounting expenses and taxes on bills shall be born by the customer. Our acceptance of bills or cheques shall not be deemed a guarantee that these shall be submitted or protestation shall be made on time.

4.2 Our representatives are entitled to collect payments only if they can present an express written authorization to do so.

4.3 If payment is not made by due date, default interest shall be charged from such date onwards, reserving the right to submit further damages claims on grounds of losses.

4.4 Should a customer default on payment, a bill of exchange be protested or execution be levied against him by a third party, then all payments shall become due immediately, including those which are not yet due.

### **5. Reservation of title**

5.1 The delivered goods shall remain our property until all our claims from the business relationship, including those not as yet due, have been satisfied in full. This shall apply also in cases where confirmation of balance has been granted. In such cases, the reservation of title provides security for the claim on the balance.

5.2 The customer shall be entitled to sell or process the delivered goods in the course of its ordinary business. In the event of resale, the delivered goods shall be replaced by the customer's claims against its purchase, which are hereby deemed assigned to us to the extent that they cover all our claims. Until such right is revoked, the customer shall have the right to collect such claims. Until our claims have been paid in full, any such collected claims shall be deposited separately and forwarded to us by the customer. Should the customer's customer pay by remittance, then the customer hereby assigns its claim against the respective bank to us. On request, the customer shall give us all the information we require, and permit us to inspect its documents.

5.3 To the extent that goods in which title is reserved are processed, it is hereby agreed that such processing shall be deemed performed on our behalf, i.e. that we shall become the owner of the new goods, then it shall be deemed agreed that such processing has taken place also on our behalf and that we acquire a share of property in the new goods corresponding to the invoiced value of the original goods. Should goods in which we reserve title be combined with other goods in such a manner that it becomes an essential component of another entity which is to be deemed the primary object, then the customer hereby assigns to us a share of property in the new object. The new object shall be held in safekeeping by the customer, free of charge, on our behalf. In the event of sale, the above stipulations shall apply analogously.

5.4 Should circumstances come to our knowledge after execution of contract giving rise to well founded doubts as to the customer's default on payment of a debt to us, then we shall be entitled to require the goods in which we reserve title or partial title to be handed over to us until full payment of our claims has been made. Our rights set forth under sections 3 and 4 above shall not be affected.

5.5 Should any third party attach goods in which we hold property or a share of property, or claims to which we are entitled, in particular in the case of levies of execution, the customer shall, without delay, draw the third party's or the law enforcement officer's attention to the fact that we hold property or a share of property in the goods. Furthermore, the customer shall inform us of this measure without delay and



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assist us in every possible manner in safe-guarding our rights. Attachment of the goods by us shall not be deemed a waiver of reservation of title or as withdrawal from the contract.

5.6 Ownership of the goods in which we reserve title or hold a share of property shall not be transferred by way of security, nor shall the goods be pledged or otherwise made over to third parties.

5.7 Should the value of the security given to us exceed our claims by more than 20%, then the customer shall have the right to request security to be released to this extent.

### **6. Warranty**

6.1 Warranty is given for six months from date of delivery, provided that the fittings have not been damaged by natural wear and tear or through improper handling. Parts which have become damaged on account of defective workmanship or unrecognized defects in the material will be replaced free of charge. Such parts shall be returned to us when the complaint is made. No replacements will be provided for consequential damage, irrespective of its nature.

### **7. Place of performance, court of jurisdiction, proper law**

7.1 Place of performance is Heilbronn, court of jurisdiction for the contract subject to the present terms and conditions of delivery and payment, and also for all litigation relating to cheques and bills of exchange used for payment, shall be, at our option, our domicile or the Amtsgericht (Local Court) or Customer's domicile. The contract shall be subject solely to German law.

### **8. Severability**

8.1 Should any provision be or become void, this shall not affect the validity of the remaining terms and conditions.