

GENERAL TERMS AND CONDITIONS OF SUPPLY

(STAND 01/2020)

1. General provisions

The following provisions shall apply to all quotes and deliveries and shall become an inseparable part of the contract with the customer. Any opposing purchasing conditions of the customer are herewith rejected, even if they are not expressly excluded by us.

2. Quotes

Our quotes are subject to change, even when issued in writing. The documents that form part of the quote, such as illustrations, drawings, weights and measurements, shall only be binding when expressly stated. We reserve all ownership and copyright to cost estimates, drawings and other documents. Any freight rates are quoted separately on the offer and are subject to change. The freight cost on the day of shipping is applicable. Any differences in cost are to be compensated by the purchaser.

3. Order confirmation

The type and scope of the delivery is defined by our written order confirmation. If our quote is accepted by the purchaser without any changes within the stated period of validity and there is no timely order confirmation, the scope of delivery shall be according to our quote. Changes in the appearance of the goods delivered are to be accepted as according to contract, if these are considered as reasonably acceptable to the purchaser and within the usual technical standards. Supplementary agreements and variations must be confirmed in writing.

4. Representatives

Orders placed either directly by the purchaser or through one of our representatives shall not be deemed as accepted until confirmed by us in writing.

5. Prices

The prices in our price lists are price recommendations subject to change. The prices valid on the day of delivery, having been timely communicated to the purchaser by order confirmation, shall be invoiced. Possible cancellations of orders due to a price difference between the purchase order and the actual prices as confirmed by us shall be effected within 7 days. Advance payments are instalment payments to be set against the valid sales price. Prices shall be quoted "Ex Works Stutensee" (INCOTERMS 2020), exclusive of value-added tax.

6. Packaging

Packaging shall be charged at our cost price. Disposal costs shall not be included in the price and must be borne by the recipient. We shall only accept returns of packaging for freight-paid deliveries.

7. Time of delivery

The delivery period stated on the order confirmation shall commence only after the supply by the purchaser of any documents required, such as approvals and clearances (if required) and not before any agreed payment has been made. Should a product not be available, the purchaser shall be informed without delay and any prepayments shall be returned.

The delivery date shall be considered timely if the goods have left the factory at the agreed date or when the goods are ready for dispatch and the purchaser has been notified. If an agreed delivery period is exceeded by more than four weeks, a suitable appropriate subsequent delivery date shall be agreed. If the delivery has not been completed at the subsequent delivery date, the purchaser has the right to rescind the agreement. The purchaser must declare its rescission without delay after the lapsed subsequent delivery period. Adherence to the due delivery date requires compliance with all relevant contractual obligations by the purchaser.

8. Delivery and transfer of risks

In the case of delivery "Ex Works Stutensee", shipping is at the risk of the customer. Any damages to the goods or losses during transport must be stated on the waybill by both the carrier and the recipient on receipt of the delivery. Transport insurance is only taken out at the purchaser's express request and charged separately. In all other cases, the delivery is not insured. We are not obliged to carry out deliveries to any other addresses than the purchaser's invoice address. If this nevertheless occurs, any such deliveries shall be deemed duly delivered ex works.

Any notifications of defect regarding the quantity or condition of the goods, insofar as they relate to obvious defects, shall be submitted in writing within 14 days from receipt of the goods, whereby the date of dispatch shall determine whether a notification has been submitted in good time.

9. Payments

Invoices are payable within 10 days with a 2% discount, or within 30 days net without any deduction. Different payment periods may be agreed. Settlement is to be effected by bank transfer for the full invoice amount.

Cheques are not accepted as cash payment. Our invoices are considered as having been accepted if not contested in writing within 30 days from the invoice date. Invoices for services (repairs and other wage-based work) and goods with a net invoice value of €110.00 must be paid net within 14 days. In the event of a delay in payment, we will charge default interest at a rate of 9% above the base interest rate. During a period of default in payment, no further deliveries will be effected by us. Payments are always made and set against the oldest debt.

In the event of a significant deterioration of the purchaser's assets affecting his creditworthiness, such as for example the suspension of payments, liquidation, transfer of ownership, insolvency or seizure of goods by creditors, we are entitled to demand prepayment of the full contractual sum or a collateral of the same amount, or to rescind the agreement, or, if the invoice amounts to less than €10,000.00 to request cash payment on collection of the goods. Repeated late payments by the customer entitle us to revise our payment conditions.

10. Retention of title

We retain title to all delivered goods until payment by the purchaser of all debts including all interest and costs resulting from the business relations, particularly any balances on open credit accounts. On sale of the goods to a third party, all applicable rights against the third party buyer are to be assigned to us until we have received full payment. In all cases, the purchaser shall expressly reserve all ownership rights in our favour against third party buyers. Accordingly, all payments received by the purchaser for the assigned receivables shall be held separately at our disposal. The purchaser shall not be permitted to have the goods seized or to pledge them as collateral and shall trade with them only in the ordinary course of business under retention of title, until full payment has been received. In as far as the value of all goods under retention of title exceeds the invoice amount by 20%, we may release part of the goods from the retention at the purchaser's request.

The purchaser shall inform us immediately of any seizure of the goods by other creditors. We are entitled to seize any goods subject to our retention of title. Our seizure of goods does not constitute a rescission from the agreement. The purchaser shall inform us without delay of any compulsory enforcement measures by third parties in relation to the goods under retention of title or the assigned receivables, and provide us with the documents required to lodge a protest. In the event of cessation of payments, filing insolvency proceedings or judicial or extra-judicial settlement proceedings the purchaser shall forfeit any resale or usage rights and any authority to collect the assigned receivables.

11. Liability for defects

Defect liability claims on the part of the purchaser are conditional upon the purchaser having duly met its inspection and defect reporting obligation as set out in section 377 of the German Commercial Code (HGB). We assume liability for any defects present in the goods for a period of one year following delivery of the goods. Any defects for which we are liable occurring during this period shall be rectified free of charge either by repairing the defects at our premises or by having them repaired by one of our authorized service partners or by supplying replacement parts, which shall be at our own discretion. If we are not willing or are not in a position to rectify the defect or supply a replacement, or if any further repair attempts by us are considered to be unreasonable for the purchaser, the purchaser shall be entitled to choose between a reduction of the purchase price or the right to rescind the agreement. The right to claim liability for defects applies only to the purchaser and is forfeited upon resale of the goods. Any liability for defects shall also lapse if the goods have been interfered with or repaired by a third party. Damages resulting from fair wear and tear, abnormal operating conditions, overloading or improper use are not covered by our liability for defects.

12. Exclusion of liability

We are only liable in cases of willful intent and gross negligence and the Product Liability Act, if the goods were faulty when placing them on the market. In cases of slight negligence, we are only liable for any foreseeable damages typically occurring under the contract. We are also liable when breaching material contractual obligations necessary for the implementation of the contract and relied upon by the purchaser. Our exclusion of liability does not apply in the case of bodily injury or death or damage to health. Furthermore, liability is not excluded if we have provided a guarantee for a particular property of the goods or if a defect has been fraudulently concealed.

Our goods are produced in accordance with the generally approved practices of engineering applicable in the Federal Republic of Germany. We shall not be liable for compliance with any special requirements that may be in place for the purchaser.

In the case of slight negligence, our aggregate liability under the contract, irrespective of any legal principle, in as far as legally admissible, shall be limited to the contract-typical foreseeable damage. This shall not exceed the value of the contract or a maximum amount to be agreed separately between the parties. In the case of slight negligence neither party shall be liable for indirect or consequential damages, such as pecuniary losses through loss of production or loss of profit.

13. Returns

Insofar as we have accepted in writing the return of brand new, fault-free goods that were ordered from us but are no longer needed by the purchaser, the goods shall be returned at the purchaser's own risk and cost. The invoice amount will be credited to the purchaser less a handling charge. The handling charge for equipment and spare parts shall amount generally to €50.00 and for accessories and consumables €25.00. Should the actual cost exceed this amount, we shall be entitled to charge the higher fee. A right to furnish proof of lesser costs shall be reserved to the purchaser.

14. Disposal of scrap goods

The purchaser undertakes to take back scrap appliances and dispose of them correctly at its own cost in accordance with the German Electrical and Electronic Equipment Act (ElektroG). We are not obliged to accept or take back scrap goods from the purchaser.

15. Confidentiality

Both contractual parties undertake to keep confidential all documentation and information provided by the other party before, after or during the performance of the contract. They shall make the necessary arrangements, also with respect to their personnel, to ensure the confidentiality of such documentation. No such information shall be passed to third parties without the prior written consent by the disclosing party.

The obligation of confidentiality does not apply to information which at the time of disclosure was already known, for which a written permission was in place, or which was created independently from the recipient. The burden of proof lies with the recipient.

16. Sales to government offices and public bodies

We provide assistance with retail activities, also for the advertisement and delivery of goods to government offices and public bodies. However, this does not prejudice our ability to act as a provider and vendor towards this customer group ourselves.

17. Data protection

We are committed to treat the personal data of the purchaser according to the conditions of the Federal Data Protection law and the European Basic Data Protection Order (DSGVO). Where required by law, the clarification and declaration of consent required under the DSGVO will be sent to the purchaser separately for his acceptance.

18. Severability

If a provision in these Terms and Conditions is or becomes invalid, the validity of all other provisions shall remain unaffected. In as much as legally admissible, the parties shall replace the invalid condition with a provision which comes closest to the purpose of the invalid condition.

19. Place of performance and jurisdiction

The place of performance shall be Stutensee-Blankenloch, Germany. The place of jurisdiction for all legal disputes arising from the contractual relationship shall be the competent court in Karlsruhe, Germany.

This agreement is governed solely by German law under exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods).