GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY 09.15

1. SUPPLY CONTRACT
1.1. ACCEPTANCE OF ORDER
Upon receipt of the acknowledgement of the order or the supply contract, which shall be governed exclusively by the terms and conditions as specified in the following, shall come into existence. Deviating terms and conditions of purchase of the Purchaser are hereby explicitly contradicted. They shall only become part of the contract if a written request to the contrary is sent in writing by the Seller. Our General Terms and Conditions of Sale shall apply. The Seller’s Terms and Conditions of Sale shall apply only in case of an on-going business relationship.

1.2. TENDER DOCUMENTS
Tender documents, drafts, cost estimates, etc. made available to the Customer are protected by copyright and may be used by the Customer only in connection with the delivery of the contract as a result of the tender. The Seller shall be entitled to return the tender documents at the Customer’s expense.

1.3. PROTECTIVE DEVICES
In general, the goods ordered shall be delivered without any special protective devices. The Customer shall have the possibility to order such protective devices from the Seller separately at the Customer’s expense.

1.4. PACKAGING
In general, the goods ordered shall be delivered without protective devices. Any packaging, if any, shall be charged at cost price. Packaging, if any, shall be returned to the Seller at the Seller’s expense. As far as drive units, other machines, and accessories are supplied by the Seller for Customer’s account, these shall be insured for onward shipment on Customer’s request at Customer’s expense. As far as drive units, other machines, and accessories are supplied by the Seller for Customer’s account, these shall be insured for onward shipment on Customer’s request at Customer’s expense.

1.5. TIME OF DELIVERY/RESTRICTION OF DELIVERY
The confirmed delivery date shall not be binding. In particular, it shall be subject to the successful conclusion of the contract. The Seller shall not be liable for any delay in the delivery of the goods which have been made available to the Customer by the Supplier if no supply contract has been concluded with the Supplier. The agreement stated in the tender documents (drawings, pictures, lists of dimensions and weights, etc.) represent approximate values in principle. They only serve to describe the product and shall only be regarded as guaranteed if expressly stipulated otherwise. Consequently, the provisions of the respective invoice amount.

If the Customer does not pay by due date, interest shall be payable on the outstanding amounts at a rate of 5% above the base rate or, if the application of higher interest rate and additional damages in case of default shall remain unaffected.

2.5. TAKING BACK OF GOODS
In the event that unused goods already supplied are taken back, the Seller shall be entitled to charge a lump sum of up to 20% of the value of the goods to the Customer as a compensation. If a loss of value has occurred the Seller’s charge to charge a higher percentage shall remain unaffected.

5. PASSING OF THE RISK AND INSURANCE
5.1. PASSING OF THE RISK
If not otherwise agreed upon in the acknowledgement of order delivery shall be as follows.

5.2. INSURANCE
In principle, the Seller does not effect any transport insurance. At the Customer’s express request the Seller is willing to affect insurance for transport insurance on the usual terms for Customer’s account. As far as drive units, other machines or accessories are supplied by the Seller for Customer’s account in these shall be insured for onward shipment on the aforementioned conditions.

4. TITLES OF OWNERSHIP
The following agreed reservation of title serves as security for all existing current and future claims of the Seller against the Customer deriving from existing supply relations established between the contract partners (including all movable goods under trade credit terms limited to this supply relationship).

If the Seller fails to effect repairs of the item delivered on behalf of the Seller, free of charge.
The Customer is entitled to process and sell the Reserved Goods in order to cover its costs under trade credit terms limited to this supply relationship).

5.3. LIMITATION OF CLAIMS
The limitation period for all claims in case of defects is set to 12 months from the delivery of the goods. This does not apply if the claim is due to an intentional or grossly negligent breach of duties, sections 444 and 438 i. n. 180B (German Civil Code)/remain unaffected.

5.4. LIABILITY
The liability of the Seller – regardless of its legal basis – is limited to damages, which the Seller or his legal agent or his auxiliary person caused intentionally, by gross negligence or by negligently breaching duties substantial for the performance of the contract.

In cases of ordinary negligence liability is limited to the amount of damages, which typically occur in comparable business and which were predictable for the Seller at the time of conclusion of the contract or latest at the time of the breach of duties.

The limitation period as set forth in section 6.0 shall not apply to Seller’s liability due to intentional actions, for guarantee defect, or due to any injury of life, limb or health or due to Seller’s liability due to intentional actions, for guarantee defect, or due to any injury of life, limb or health or due to negligence or culpable omission of the Supplier.

Legal Form: Limited Liability Company
Commercial Register No.: 3395 Gelsenkirchen
Board of Directors: Uli Seeburger (Chairman/Director), Dr. Bend Groß, Dr. Christian Hansen, Alexander Kwpe
7. PLACE OF PERFORMANCE AND JURISDICTION
The place of performance shall be the principal place of business of the Seller if there is no other place mentioned in the acknowledgement of order.

Place of jurisdiction, also for actions based on bills of exchange or cheques – but apart from dunning procedures, shall be the Seller’s principal place of business. The Seller shall also be entitled to institute an action at the principal place of business or at the place of a branch of the Customer.

8. OTHER PROVISIONS
The legal relationship between the Seller and the Customer shall be solely governed by the written purchase agreement including these General Terms and Conditions of Sale and Delivery. This agreement reflects all agreements and understandings between the parties regarding the subject of the agreement.

Oral promises by the Seller before the conclusion of this agreement shall not be legally binding and any oral agreements between the contracting parties shall be replaced by this written agreement unless they explicitly stipulate that they shall continue to apply.

All alterations or amendments to this supply agreement must be in writing, at least confirmed in writing.

All alterations or amendments to this agreement and to these General Terms and Conditions of Sale and Delivery must be in writing.

Should individual provisions of these General Terms and Conditions of Sale and Delivery be void, the validity of the remaining provisions shall not be affected. Should a provision be void the parties shall agree upon a new provision which fulfills the object furthered by the invalid provision.