

Terms & Conditions of Sales

The following terms and conditions apply to the contractual relationships, unless otherwise agreed upon in writing. Adverse or differing terms and conditions, such as in orders or on order forms, only apply if explicitly acknowledged by us in writing. Also if we do not contradict explicitly, they are not binding for us without our acknowledgement. The same applies when we deliver all or part of the purchased goods or accept any payments.

I. Quotation, scope of supply

1. Our quotations are not binding. The contract will only be concluded when we issue a written order confirmation.
2. The scope of delivery is determined by our written order confirmation. Side agreements and amendments have to be acknowledged by us in writing.

II. Prices and payment

1. The prices are valid ex works D-97424 Schweinfurt, exclusive of packaging, carriage, customs duties and insurance. The actual statutory VAT has to be added to the prices.
2. The purchaser is entitled to withhold payments and to set-off with counterclaims only inasmuch as his counterclaims are uncontested or have become res judicata.

III. Delivery dates

1. The delivery time is a result of agreements between the contractual parties. Their adherence requires the clarification of all commercial and technical questions between the contractual partners, as well as the timely and proper fulfillment of the purchaser's cooperation duties.
2. The adherence of delivery dates is subject to our suppliers' correct and punctual delivery to us.
3. In case of events which we are not accountable for, and which also include strikes and lockouts, the delivery dates will be rescheduled accordingly, as far as such events provably and significantly affect the manufacturing and delivery of the goods. The same applies if the event occurs while already being delayed.
4. The delivery dates are ex works.
5. If the supplier is delayed due to reasons which he is accountable for, the purchaser can claim for compensation of the damage caused by the delay. In case of minor negligence by the supplier, this entitlement is limited to 5 % of the value of that part of the total delivery which due to the delay cannot be used in time or as contractually agreed.
6. If the delayed supplier is granted a reasonable period of time for fulfillment by the purchaser – considering the statutory exceptions – and the supplier does not meet the deadline, the purchaser is entitled to withdraw from the contract and/or claim for compensation pursuant to the statutory provisions. There is no need to set a deadline in case the whole performance becomes definitely impossible for the supplier before the transfer of risk. The purchaser is also entitled to withdraw from the contract if one part of the fulfillment of an order becomes impossible, and if he has a justified interest to refuse also the still possible partial delivery. If this is not the case the purchaser has to pay the contractual price that accounts for the partial delivery. The supplier's liability is limited to the contractually typical and reasonably predictable damage. In case of any intentional breaches of contract this limitation of liability does not apply.
7. If the inability occurs during the default of acceptance, and the supplier is not accountable for this in terms of intention/gross negligence, or the purchaser is solely or mainly responsible for these circumstances, he remains obliged to counter-performance.

IV. Passing of risk and taking delivery

1. In any case, the risk passes to the purchaser on dispatch of the goods at the latest, also in the event of partial deliveries.
2. If the dispatch is being delayed due to circumstances the purchaser is accountable for, the risk passes to the purchaser as soon as the supplier is ready for dispatch. However, on request and behalf of the purchaser and at his cost, we are obliged to effect the insurances he demands.

V. Retention of title

1. We reserve ownership of the merchandise until all outstanding debts resulting from the business relationship with the purchaser are being paid. The purchaser is not allowed to pawn the merchandise or pledge it as security. He has to inform us immediately in case of seizure or attachment or other disposition by any third party.
2. If the purchaser breaches the contract, especially if he delays payment, the supplier is entitled to retrieve the merchandise after a reminder and the purchaser is obliged to return it. The assertion of title retention or the pledge of the merchandise by the supplier is not deemed a withdrawal from the contract.
3. The purchaser is obliged to take good care of the goods. In particular he is obliged to insure them sufficiently at his own cost and at original value against damage caused by fire, water and theft. If maintenance and inspection services are required, the purchaser has to get these done in time at his own cost.
4. If the purchaser combines any goods supplied by us with other parts to one single object, it is deemed to be agreed that the purchaser transfers proportional ownership to us according to § 947 paragraph 1 German Civil Code and that he keeps the object for us in custody.
5. All claims of the purchaser arising from reselling the goods subject to retention of title will be assigned to us in final amount of the invoice (including value-added tax) of our claim. The purchaser remains authorized to collect the assigned claims. Our right to collect the claims ourselves remains unaffected. However, we bind ourselves not to collect any claims as long

as the purchaser meets his payments from the received proceeds without delay, and especially when there is no application for opening of insolvency proceedings or cessation of payment. If this is the case, we may demand from the purchaser to inform us about the assigned claims and their debtors, to give us all the information needed for collection, to deliver the corresponding documents and to inform the debtors (third parties) about the assignment.

VI. Warrantee

1. The purchaser is obliged to check the delivered goods for apparent defects which are easily noticeable to an average customer. Apparent defects have to be reported to the supplier in writing within 10 days after delivery of the goods. Defects which become apparent at a later date have to be reported by the purchaser to the supplier in writing within 10 days after discovery.
2. The guarantee does not apply for any damage which results from any of the following causes:
Unsuitable or improper use, faulty assembly or incorrect putting into operation by the purchaser or third parties, normal wear and tear, incorrect or neglectful handling, unsuitable operating material, substitute material, deficient construction works, unsuitable building ground, chemical, electro chemical or electrical influences unless they result from our own fault.
3. If the merchandise shows a defect which the supplier is accountable for, the purchaser has the right to claim for a subsequent fulfillment of the contract free of charge. At the supplier's discretion the subsequent fulfillment will be effected either by rectification or replacement with faultless merchandise.
4. If the defect cannot be remedied within a reasonable period of time, or if the subsequent fulfillment has to be regarded as failed due to other reasons, the purchaser has the choice to either claim for a reduction of the purchase price or he can withdraw from the contract. A subsequent fulfillment of the contract may be regarded as failed only if the supplier was given a reasonable chance of rectification or replacement delivery without achieving the requested success.
5. The supplier excludes any other liability for breaches of duty due to minor negligence, as far as these do not affect contractually essential duties, damage to life, body or health, warranties or entitlements based on product liability law. The same applies for breaches of duty by other persons employed in performing the obligation.
6. The level of our duty of replacement is limited to the contractually typical and reasonably predictable damage. This limitation of liability is not valid if the damage was caused through our own or our executive staff's serious fault.

VII. Warrantee Period

The duration of the warrantee period is 12 months, calculated from the transfer of risk. This time is a period of limitation and – unless there are mandatory statutory provisions – it is valid for all claims based on the defectiveness of the merchandise or the faultiness of the performance.

VIII. Supplier's right of withdrawal

1. The contract will be adjusted adequately in case of events beyond the supplier's control according to paragraph III of these terms and conditions, provided the events change significantly the commercial relevance or the scope of performance or if they have a considerable impact on our operations, furthermore in case the performance subsequently turns out to be impossible. If this is commercially untenable we are entitled to withdraw from the contract as a whole or in part.
2. Such a withdrawal does not entitle the purchaser to claim for compensation. If we want to exercise our right of withdrawal, we are obliged to notify the purchaser immediately after realization of the occurrence, even if an extension of the delivery time was originally agreed with the purchaser.

IX. Place of fulfillment, place of jurisdiction, applicable law

1. Place of fulfillment for all mutual obligations arising from the delivery transaction, and place of jurisdiction for all disputes related to the delivery transaction and to the process deciding claims arising is exclusively Schweinfurt. All contracts including foreign business transactions are governed by German law.