



General terms and conditions

For use in business transactions with:

1. Persons who, when concluding the contract, act in the exercise of their commercial or self-employed professional activity (entrepreneur).
2. Legal persons under public law or a special fund under public law.

I. General information

1. All deliveries and services are subject to these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the purchaser shall not become subject matter of the contract even upon acceptance of the order. In the absence of a special agreement, a contract shall be concluded with the supplier's written order confirmation.
2. The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and immaterial nature – also in electronic form. They may not be made accessible to third parties. The supplier undertakes to make information and documents designated as confidential by the purchaser accessible to third parties only with the consent of the purchaser.

II. Price and payment

1. Unless otherwise agreed, prices are ex works, including loading at the factory, but excluding packaging and unloading. Value added tax at the respective statutory rate shall be added to the prices.
2. In the absence of a special agreement, payment shall be made to the supplier's account without any deduction:
1/3 down payment after receipt of order confirmation,
1/3 as soon as the purchaser has been informed that the main parts are ready for dispatch, the remaining amount shall be paid within one month of the transfer of risk.
3. The purchaser shall only be entitled to withhold payments or offset them against counterclaims to the extent that the purchaser's counterclaims are undisputed or have been legally established.

III. Delivery time, delay in delivery

- 1 The delivery time shall result from the agreements between the contracting parties. The supplier's compliance with them is subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the purchaser has fulfilled all incumbent obligations, such as e.g. the provision of the necessary official certificates or approvals or the payment of a down payment. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.
- 2 Compliance with the delivery period is subject to correct and punctual self-delivery. The supplier shall inform the purchaser as soon as possible of any imminent delays.
- 3 The delivery period shall be deemed to have been observed if the delivery item has left the supplier's works or readiness for dispatch has been notified by the end of the delivery period. Insofar as acceptance is to take place, the acceptance date shall be decisive – except in the case of justified refusal of acceptance – or alternatively the notification of readiness for acceptance.
- 4 If dispatch or acceptance of the delivery item is delayed for reasons for which the purchaser is responsible, the costs incurred as a result of the delay shall be charged to the purchaser, commencing one month after notification of readiness for dispatch or acceptance.
- 5 If non-compliance with the delivery period is due to force majeure, industrial disputes or other events beyond the supplier's control, the delivery period shall be extended accordingly. The supplier shall inform the purchaser of the beginning and end of such circumstances as soon as possible.
- 6 The purchaser may withdraw from the contract without setting a deadline if the entire performance ultimately becomes impossible for the supplier prior to the transfer of risk. In addition, the purchaser may withdraw from the contract if the execution of part of the delivery becomes impossible for an order and there is a justified interest in rejecting the partial delivery. If this is not the case, the purchaser shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the supplier's inability to perform. Apart from that, Clause VII shall apply. 2. If the impossibility or inability to perform occurs during the default in acceptance, or if the purchaser is solely or predominantly responsible for these circumstances, the purchaser shall remain obliged to pay consideration.
- 7 If the supplier is in default and the purchaser suffers damage as a result thereof, the supplier shall be entitled to demand a lump-sum compensation for default. It shall amount to 0.5 % for each full week of delay, but shall in total not exceed 5 % of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. If the purchaser sets – taking into account the statutory exceptions – a reasonable deadline for performance after the due date for the supplier and the deadline is not met, the purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. The purchaser is obligated, at the request of the supplier, to declare within a reasonable period of time whether the purchaser will exercise the right of withdrawal. Further claims arising from delay in delivery shall be determined exclusively in accordance with Clause VII. 2 of these conditions.



IV. Passing of risk, acceptance

1. The risk shall pass to the purchaser when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation. Insofar as acceptance is to take place, this shall be decisive for the transfer of risk.

It must be carried out immediately on the acceptance date, alternatively after notification by the supplier that the goods are ready for acceptance. The purchaser may not refuse acceptance in the event of an insignificant defect.

2. If shipping or acceptance is delayed or fails to take place due to circumstances for which the supplier is not responsible, the risk shall pass to the purchaser on the day of notification of readiness for shipment or acceptance. The supplier undertakes to take out the insurances required by the purchaser at the purchaser's expense.

3. Partial deliveries shall be permissible insofar as they are reasonable for the purchaser.

V. Retention of title

1. The supplier retains title to the delivery item until receipt of all payments – also for any ancillary services owed – from the delivery contract. Extended and extended retention of title shall be deemed agreed.

2. The supplier shall be entitled to insure the delivery item at the purchaser's expense against theft, breakage, fire, water and other damage, unless the purchaser has demonstrably taken out such insurance himself.

3. The purchaser may not sell, pledge or assign the delivery item by way of security. In the event of seizures as well as confiscation or other dispositions by third parties, the supplier must inform the supplier thereof without delay.

4. In the event of a breach of contract by the purchaser, in particular default in payment, the supplier shall be entitled to take back the delivery item after issuing a reminder and the purchaser shall be obliged to surrender it.

5. Due to the retention of title, the supplier can demand the return of the delivery item only if it has withdrawn from the contract.

6. An application to open insolvency proceedings shall entitle the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI. Claims for defects

The supplier shall be liable for material defects and defects of title of the delivery to the exclusion of further claims – subject to Clause VII – as follows:

Material defects

1. All those parts which turn out to be defective as a result of a circumstance prior to the transfer of risk shall be repaired or replaced defect-free at the discretion of the supplier free of charge. The supplier must be notified immediately in writing of the discovery of such defects. Replaced parts become the property of the supplier.

2. After consultation with the supplier, the purchaser shall grant the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the supplier deems necessary; otherwise the supplier shall be released from liability for the resulting consequences. Only in urgent cases of endangered operational safety or to prevent disproportionately large damage, in which case the supplier must be notified immediately, shall the purchaser have the right to remedy the defect or have it remedied by third parties and to demand reimbursement of the necessary expenses from the supplier.

3. Insofar as the complaint proves to be justified, the supplier shall bear the costs of the replacement part including shipment of the direct costs arising from the repair or replacement delivery. The supplier shall also bear the costs of removal and installation as well as the costs of any necessary provision of the necessary fitters and assistants, including travel costs, insofar as this does not place a disproportionate burden on the supplier.

4. Within the framework of the statutory provisions, the purchaser shall have the right to withdraw from the contract if the supplier – taking into account the statutory exceptions – allows a reasonable period of time set for the supplier for repair or replacement due to a material defect to elapse fruitlessly. If there is only an insignificant defect, the purchaser shall only be entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise be excluded. Further claims shall be determined exclusively in accordance with Clause VII. 2 of these conditions.

5. No liability shall be assumed in particular in the following cases:

Unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences – insofar as the supplier is not responsible for them.

6. If the purchaser or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes to the delivery item made without the prior consent of the supplier.



Defects of title

7. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the supplier shall, at its own expense, procure the right for the purchaser to continue using the delivery item or modify the delivery item in a manner reasonable for the purchaser in such a way that the infringement no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, the supplier shall also be entitled to withdraw from the contract. In addition, the supplier shall indemnify the purchaser against any undisputed or legally established claims of the respective holders of industrial property rights.

8. Subject to Clause VII. 2, the supplier's obligations stated in Clause VI. 7 shall be final in the event of an infringement of industrial property rights or copyrights. They shall only exist if

- the purchaser informs the supplier immediately of any claimed infringements of industrial property rights or copyrights,
- the purchaser supports the supplier to a reasonable extent in defending the asserted claims or enables the supplier to carry out the modification measures in accordance with Clause VI. 7,
- the supplier retains the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on a directive of the purchaser and
- the infringement of rights was not caused by the fact that the purchaser has arbitrarily modified the delivery item or used it in a manner not in accordance with the contract.

VII. Liability of the supplier, exclusion of liability

1 If the purchaser cannot use the delivery item in accordance with the contract due to the fault of the supplier as a result of omitted or faulty execution of proposals and consultations made before or after conclusion of the contract or due to the breach of other contractual ancillary obligations – in particular instructions for operation and maintenance of the delivery item – the provisions of Clauses VI and VII shall apply to the exclusion of further claims by the purchaser. 2.

2 The supplier shall – for whatever legal reasons – be liable for damage which has not occurred to the delivery item itself only

- a) in the event of intent,
- b) in the event of gross negligence on the part of owner/organs or executive employees,
- c) in case of culpable injury to life, body, health,
- d) for defects that were maliciously concealed,
- e) within the framework of a guarantee promise,
- f) in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the supplier shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Further claims are excluded.

VIII. Limitation

All claims of the purchaser – on whatever legal grounds – shall expire by limitation after twelve months. The statutory periods shall apply to claims for damages in accordance with Clause VII. 2 a–d and f. They shall also apply to defects in a building or to delivery items which have been used for a building in accordance with their usual use and which have caused its defectiveness.

X. Software usage

Insofar as software is included in the scope of delivery, the purchaser shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The purchaser may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§§ 69 a ff. of the copyright act). The purchaser is obligated not to remove manufacturer's details – in particular copyright notices – or to change them without the supplier's prior express consent.

All other rights to software and documentation including copies shall remain with the supplier or the software supplier. Sublicensing shall not be permitted.

X. Applicable law, place of jurisdiction

1. All legal relationships between the supplier and the purchaser shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.

2. The place of jurisdiction shall be the court responsible for the registered office of the supplier. However, the supplier shall be entitled to bring an action at the purchaser's head office.