

**I. General**

1. All deliveries and services are based exclusively on the following conditions as well as any possible separate or complementary contractual agreements.
2. Conditions which deviate from, or contradict our conditions are not acknowledged, unless we have expressly confirmed them as such.
3. A contract comes into being – if no other particular agreement is reached – by means of our written order confirmation.

**II. Offers and Concluding the Contract**

1. All offers are without engagement. Details in catalogues and brochures are only meant as an approximation. We reserve the right to make constructive changes.
2. The buyer is bound to his purchase order for 4 weeks. The sales contract is concluded when we confirm acceptance of the purchase order in writing within this period or if we have made the delivery.
3. Additions, alterations and ancillary agreements made orally, by telephone or by written electronic means require written confirmation by us.

**III. Prices and Payment Terms**

1. Unless otherwise agreed, prices are ex works or ex warehouse, including loading on deliveries of spare parts and standard production of installation equipment, but do not include transport, packaging and transport insurance. VAT at the applicable rate is added to the prices. All prices are quoted without cash discount.
2. On new deliveries, payments are due in accordance with the payment terms agreed in the contract. Invoices for repairs are due for payment before/upon handover of the object being repaired from the company premises.
3. In the case of leasing or financing companies being involved on the part of the buyer, we must be provided with at least the appropriate binding declarations of subrogation or financial covenants by the due date of payment.
4. Money orders, cheques or bills of exchange will only be accepted after special arrangement and on a cash basis, by taking into account all collection and discount fees.
5. If payments are made later than agreed, then interest of at least 8% above the applicable base rate of the ECB plus VAT will be charged. Interest shall be set higher or lower if we can prove charges from a higher interest rate or the buyer can prove lower charges.

**IV. Delivery and Delivery Delay**

1. Binding and non-binding delivery times and dates arise from agreements between the contract parties. They start after the contract has been fully technically and commercially concluded. Subsequent changes to the contract can lead to changes/modifications in the delivery date.
2. Keeping to the delivery period is subject to the purchaser using the appropriate transport and other provisions to deliver correctly and on time.
3. After a non-binding delivery date or non-binding delivery period has been exceeded by 6 weeks, the buyer can demand that we deliver within an appropriate period. When this demand is submitted we enter into default. The buyer can only demand compensation for delay alongside delivery if we are guilty of malicious intent or gross negligence.
4. If a binding delivery date or a binding delivery period is exceeded and the buyer incurs damages as a result, then he is entitled to demand compensation for delay at a flat rate. Compensation for every full week of delay amounts to 0.5%, but no more than 5% in total of the value of the part of the delivery that cannot be used on time or in accordance with the contract as a result of the delay.
5. Acts of God, riots, strikes, lockouts and considerable disruption to operations not attributable to us, change the dates and periods stated in Points 1 to 4 by the length of the disruption to service caused by these circumstances. Any other claims arising from delivery delay are governed exclusively according to Section VIII of our conditions.

**V. Transfer of Risk**

1. Risk is transferred to the buyer on collection/delivery from our works, even if delivery was agreed carriage free. If an inspection is agreed, this is the determining factor in the transfer of risk. It must be carried out without delay on the inspection date, or alternatively after we have provided notification about the goods being ready for inspection. The buyer may not refuse acceptance due to the presence of insubstantial defects.
2. Should delivery or inspection be delayed or not take place for reasons for which we are not responsible, then risk is transferred to the buyer on the day that we notify that the goods are ready for delivery/inspection.
3. Insurance for damage in transit and other risks is only taken out at the request of the buyer and at his expense.

**VI. Retention of title**

1. The delivered goods remain our property until all payments from the supply contract are received.
2. The buyer is obliged to treat the purchase object with care; he is, in particular, obliged to take out adequate replacement value insurance at his expense against theft, breakage, fire, water and other damage. Insofar as maintenance and inspection work are required, the buyer must ensure these are carried out at his own expense, on time and professionally by us or by a workshop authorised by us for this purpose.
3. The delivered goods, to which we have retention of title, may not be mortgaged or assigned as security by the buyer. The buyer must inform us immediately of any assignment or sequestration and any other form of disposition by third parties. In such a case the buyer must provide us with the necessary assistance in establishing our rights.
4. If the buyer enters into payment default, then we are entitled – without prejudice to the terms of the contract – to take back the delivered goods after issuing a warning and the buyer is obliged to release it.  
Enforcing the retention of title and assigning the delivered goods on our part are only deemed as rescission of the contract if we have expressly stated this in writing.
5. An application to initiate insolvency proceedings against the buyer entitles us to withdraw from the contract and demand that the delivered goods are immediately returned.
6. The buyer shall bear all the costs of returning and re-selling the delivered goods. The costs of resale amount to 10% of the resale proceeds including VAT when there is no evidence. They can be made higher or lower if we provide evidence of higher costs or the buyer provides evidence of lower costs. Proceeds will be credited to the buyer after deducting costs and other receivables associated with the sales contract on our part.
7. As long as the retention of title is in place, any sale, mortgage, assignment of security, hire or any other form of disposal of the delivered goods, which infringes on the security of our interests, or any change thereto, is only permitted with our previous consent.  
For the duration of the retention of title we are entitled to keep any registration documents in our possession. The buyer is obliged to apply to the registration office in writing so that the registration documents can be handed over to us.
8. In the case of access by third parties, particularly involving garnishment of the delivered goods or a workshop exercising a lien, the buyer must immediately advise us in writing and notify the third party of our retention of title without delay.  
The buyer shall bear all costs that are necessary to remove access and restore possession of the goods of sale, insofar as they cannot be retracted by the third party.
9. For the duration of the retention of title, we are entitled to all rights arising from insurances taken out by the buyer. Unless otherwise agreed, payments from comprehensive insurance are to be used solely for the purposes of restoring the state of the delivered goods. If, in the case of serious damage, we agree not to restore the state of the goods, then the insurance payment shall be used by us to pay off the purchase price and the price of ancillary services.

## VII. Warranty

1. Details about descriptions of the scope of delivery, appearances, services, dimensions and weights etc. of the delivered goods, which are valid when the contract is concluded, are part of the contract. They shall be considered as approximations and are used as measures to determine whether the goods of sale are free of defects, unless we expressly assume a guarantee for particular properties.
2. We are not liable for public comments made by us or by one of our vicarious agents, if we were not, or did not need to be, aware of the comments, if the statement was already rectified by the time the purchase decision was made, or if the buyer cannot prove that the comments influenced his decision to buy.
3. We are not liable for defects that only reduce the value or capability of the item insubstantially. A defect is deemed to be insubstantial if it soon disappears of its own accord or can be rectified by the buyer himself with a minimum of effort.
4. Changes to the design or finish, which we carry out before an order is delivered, are not grounds for a complaint. On equipment that is delivered before such changes come into effect, there is no entitlement to retrospective changes. Furthermore there is no guarantee for defects or damage resulting from the following reasons:
  - Design or material stipulated by the customer.
  - Faulty assembly or commissioning by the customer or third party.
  - Faulty operation or use of inappropriate operating equipment.
  - Not adhering to the operating instructions and maintenance guidelines.
  - Improper use or overstraining of the equipment.
  - Natural wear and tear.
  - Addition of parts (other manufacturers' products), which are not approved by us in the operating instructions or through our express written agreement.
  - Disassembly or modification of the subject of the contract by the buyer or third party without our consent.
  - Faulty installation and incorrect use of the delivered goods.
5. Claims by the buyer over a defect presuppose that the latter has properly met the requirements relating to inspection and reprimand in accordance with § 377, 378 of the German Commercial Code.
6. The buyer is entitled to have defects rectified. The following applies to this procedure:
  - a) the buyer must notify us of the claims immediately in writing.
  - b) fulfilment takes place by either carrying out work on the subject of the contract or by replacing faulty parts, at our discretion.
  - c) work on improvements is carried out by replacing or restoring faulty parts without charging the necessary expenses, particularly labour, material and freight costs. Replacement parts become our property.
  - d) when dealing with guarantee procedures with overseas customers, as a matter of principle we do not assume any customs costs or other special costs associated with the place of use or country of export of the object of purchase. Insofar as labour expenses are paid for, this shall be calculated according to our usual working times and the established labour costs and expenses in the respective country.
  - e) after setting a date, we shall be granted sufficient time and opportunity to carry out the required work, otherwise the right to fulfilment lapses. We reserve the right to have work performed in a workshop that appears suitable to us.
  - f) warranty work involving improvements to, additions to, or the exchange of delivered parts is based on the sales contract until the expiry of the guarantee period of the delivered goods.
  - g) if fulfilment is not satisfactory, the right of the buyer to withdraw from the contract or demand a reduction is not affected. Fulfilment is deemed to have failed if two attempts to provide fulfilment prove unsatisfactory.

7. All claims due to defects lapse a year from the time of delivery. Warranty work is provided for faults validated but not rectified within the guarantee period, until the fault is rectified. The time lapse is not enforced as long as these faults persist. However, in such cases the time lapse comes into effect 3 months after we have stated that the faults have been rectified or that no faults are evident. There is no guarantee on deliveries of old or used materials or spare parts.
8. Guarantee obligations are not affected by a change in ownership of the goods of sale.
9. Claims for damages and compensation for expenses are not affected unless they are excluded in accordance with Section VIII.

## VIII. Liability

1. Claims to compensation for damages, for whatever legal reasons, are excluded, unless we are guilty of malicious intent or gross negligence.
2. Any exclusion of liability does not apply if the claim to compensation for damages results from the breach of contractual duties. Insofar as we are in negligent breach of a contractual duty, our obligation to provide compensation is limited to compensating typically foreseeable damages.
3. As long as damages are covered by provisions of the social insurance system or private insurance, our obligation to provide compensation is limited to the respective minimum insurance amount according to the law on statutory insurance for vehicles.
4. Liability in case of damages arising from injury to life, body or health, as well as liability according to the product liability laws, remains unaffected.
5. Claims arising from delivery delay are exclusively dealt with in Section IV.
6. As long as our liability is excluded or limited, this also applies for personal liability to our employees, representatives and vicarious agents.
7. The buyer is obliged to inform us immediately in writing of any damages or losses, for which we have to pay, or to allow us to assimilate them.
8. The lapse of claims arising from manufacturer's liability in accordance with § 823 of the German Civil Code is determined by § 7 Point 710, as long as § 478,479 of the German Civil Code does not decree otherwise. All other claims are excluded.

## IX. Place of Performance and Jurisdiction

The place of performance for all obligations from the supply contract is Wesel. It is agreed that Wesel is the place of jurisdiction for all disputes arising from, or in connection with, this contract. The relationship between the contract parties is exclusively subject to the law of the Federal Republic of Germany.

## X. Severability Clause

Should any term in these conditions be, or become, ineffective, this shall not infringe on the effectiveness of all other conditions or agreements. An effective agreement, which comes closest to the commercial purpose of the deficient term, shall take the place of any deficient conditions.