

Terms of delivery

Offer

The documents relating to the offer, such as pictures, drawings, weight and dimension statements, are only approximately authoritative to the extent that they are not expressly described as being binding.

Scope of the delivery

A written order confirmation of the supplier is authoritative for the scope of the delivery. Collateral agreements and changes require the written confirmation of the supplier.

Price and payment

In accordance with the respectively agreed terms and conditions. In case of exceeding the payment periods, 1 % above the respective bank rate of the Deutsche Zentralbankinstitut, at least however 5 %, will be charged as annual interest without a notice of default being required. The retention of payments or the set-off of possible counterclaims of the orderer contested by the supplier are not allowed.

Delivery times

The delivery time starts as of the time when all commercial and technical details have been mutually clarified.

The delivery time shall be adhered to if the delivery item left the plant before its expiry or if the readiness for shipment has been notified.

The delivery time is extended reasonably upon occurrence of unforeseeable events beyond the control of the supplier, regardless of whether they occurred at the plant of the supplier or at sub-suppliers'.

If the shipment is delayed at request of the orderer, the supplier shall be entitled to charge 1 per cent as invoice amount per month.

The compliance with the delivery period requires the fulfilment of the contractual obligations of the orderer.

In case of default, the setting of a period of grace is required in any case. The period of grace is reasonable if it amounts to 8 weeks.

Firm deals are excluded. The setting of the period of grace shall only be effective if it has been made by means of a registered letter.

Passing of the risk and acceptance

Basically, all items, also partial deliveries, are shipped at the orderer's risk.

If the shipment is delayed due to circumstances beyond supplier's control, the risk passes to the orderer as of the day of readiness for shipment; however, the supplier is obliged to effect the insurance upon orderer's request and at orderer's costs if the orderer requests this.

Supplied items are to be accepted by the orderer even if they show immaterial defects. Partial deliveries are allowed.

Reservation of ownership

The supplied goods remain our property until the complete payment of all open claims of the supplier. The orderer may neither pledge the item nor transfer it by way of security.

In case of pledging and seizures of the other dispositions by a third party, the orderer has to inform the supplier thereof immediately. If the orderer has resold the goods, it shall already assign the proceeds from the resale completely to the supplier. The supplier accepts this assignment. If the goods have been installed into another part or have been mixed otherwise by the orderer's customer, the assignment shall be restricted to the claims to which the supplier is entitled. The assignment becomes irrelevant upon settlement of all invoices of the supplier.

The supplier has an unlimited right to dispose regarding the delivered item until the complete payment of the goods.

In case of default in payment on part of the orderer, the supplier shall be entitled either to take back the delivery item without waiving its claims until their satisfaction or to

withdraw from the agreement. In case of removal of the delivery items, all costs, also the ones of a new mounting, are at orderer's expense. In case of withdrawal, the orderer has to compensate the supplier also for any value reduction, even if it occurred through no fault of the orderer, besides the compensation for using the delivery item.

In case of realisation of the pledge, the orderer loses the right for performance of the agreement.

Minor defects

Deviations of the delivery item which were required for an economic production are admissible and do not constitute defects; the same applies to colour variations.

Liability for defects of the delivery

The supplier is only liable for parts which are caused in one-shift operation within a period of 6 months by material, construction or production defects.

The liability is limited to the gratuitous delivery of spare parts, excluded are the required packaging and transport costs as well as the transport insurance. What is excluded from warranty payments are basically all wear parts of the delivered item.

Possible further claims are not acknowledged on principle, e.g. costs due to loss of production or any consequential damage.

In case of all delivered goods for which justified complaints on parts of the customer are present, the orderer will not be released from its obligation to comply with the terms of payment.

All complaints have to be filed at the latest 8 days after delivery in writing.

Right of withdrawal of the orderer

The orderer shall be entitled to withdraw from the agreement if the contractor has not delivered in time despite futile setting of a period of grace. Further claims, especially claims for damages are excluded also in case of default.

Right of withdrawal of the supplier

The supplier shall be entitled to withdraw from the agreement if the orderer cannot meet the agreed terms of payment. This shall be especially the case if a petition for opening of bankruptcy proceedings regarding the assets of the orderer or a petition for opening of judicial settlement proceedings is pending, if payment enforcement measures are taking place against it or if its asset situation has deteriorated significantly. This shall also be the case if it turns out that an item was offered or confirmed for delivery due to a wrong price confirmation but would cause an economic disadvantage to the supplier in case of delivery of the item.

If the supplier is entitled to a right of withdrawal, the orderer has to pay damages after effected withdrawal. The supplier may claim damages amounting to 25 % of the delivery price plus VAT, in case of custom-made products damages amounting to 60 % plus VAT. Further claims for damages remain unaffected by this.

Place of jurisdiction

In case of all disputes resulting from the contractual agreement, the orderer accepts the supplier's place of jurisdiction as agreed upon its order. This also relates to all orderers from abroad.

The supplier is also entitled to sue at the principal place of business of the orderer.