

§ 1 General

- 1.1 Our suppliers and services shall be in accordance with the payment and delivery terms stated below, which are a contractual part of our supply contracts. They shall apply to the trade only, within the meaning of Article 24 of the Law governing General Terms of Business.
- 1.2 The validity of any verbal agreements, promises and arrangements amending these terms shall be confirmed in writing by us.
- 1.3 Differing purchaser terms not expressly recognised by the seller shall be nonbinding, even if not expressly refuted by the seller.
- 1.4 The incorporation and interpretation of these sales and supply terms shall, like the conclusion and interpretation of any transactions with the actual buyer, be governed exclusively by the law of the FRG.
- 1.5 The ineffectiveness of individual provisions of this contract or its components shall be without prejudice to the effectiveness of the remaining rules. The Contracting Parties shall in good faith be reasonably bound to replace an ineffective provision with an effective provision consistent with their trading results, provided that such replacement does not fundamentally alter the content of the contract; the same shall apply in the absence of regulations expressly governing a fact or facts requiring regulation.
- 1.6 The place of performance for all obligations directly or indirectly arising under this contract, including the payment obligation, shall be Wolfratshausen.
- 1.7 The seller's head offices shall be the venue.

§ 2 Offers, range of services, award of contract

- 2.1 Offers shall be without engagement. The agreement of the purchaser shall be deemed to have been secured if he fails to countermand it immediately after receipt of the order confirmation.
- 2.2 Confirmation of the order or agreement shall alone determine the scale of the service owing under the contract.
- 2.3 The seller shall reserve the right to alter the design, choice of materials, specification and method of construction even after dispatch of the order confirmation, provided that such alterations conflict with neither the order confirmation nor the purchaser's specification.
- 2.4 Part deliveries shall be permitted.
- 2.5 Unless expressly described as binding, any basic particulars of the offer or order confirmation such as drawings, sketches or size and weight data shall normally be understood as indicating approximate values.
- 2.6 We shall retain right of ownership of and copyright title to any cost estimates, drawings, preliminary designs, prototypes and other internal data prepared by us or under our control. These may not be made accessible to third parties and shall be returned on request.

§ 3 Prices

- 3.1 Prices (in euros, plus any VAT) shall be ex-works, excluding packing and dispatch. Packing shall be calculated on a prime cost basis and shall be taken back by the seller only if mandatory legal rules require him to do so.
- 3.2 If more than 4 months elapse between conclusion of the contract and delivery without the seller's having to justify the reasons for such delay, the seller may increase the price accordingly in consideration of material and wage costs and sundry other incidental expenses incurred by him. If the price increase exceeds 40%, the purchaser shall be entitled to withdraw from the contract.
- 3.3 The extra cost of any alterations desired by the purchaser which are taken into account by the seller shall be billed to the purchaser.
- 3.4 Overshooting of the payment date indicated in the invoice shall amount to defaulting on payment. Subject to the validation of further claims, the seller shall demand payment of interest 2% above the Deutsche Bundesbank discount rate valid at the time.
- 3.5 Our list prices obtaining at the time of order shall apply. Any differing price agreements shall be confirmed in writing.

§ 4 Payment terms

- 4.1 Our invoices shall be subject to a 2% discount if paid within 10 days, otherwise they shall be payable on a net cash 30 days basis.
- 4.2 Any other deferred payment terms shall be agreed in writing.
- 4.3 Only once drafts or cheques are cashed shall payment be deemed to have been made. All discounting costs and costs arising with the cashing of drafts or cheque amounts shall be met by the purchaser.

§ 5 Delivery period

- 5.1 Delivery periods indicated shall be at our discretion and shall be extended if, for his part, the purchaser delays or neglects to take the necessary or agreed course of action. The same shall apply in the case of action in the context of works disputes, in particular strike action or lock-outs and unforeseen obstacles or impediments beyond the seller's control, e.g. delayed supplier deliveries, transport or works disruptions, material or energy shortages, etc. Alterations by the purchaser to goods supplied shall also lead to delivery delays.
- 5.2 Damage claims on the grounds of non-performance or late performance shall be excluded.

§ 6 Passing of the risk

- 6.1 The risk shall pass to the purchaser once the seller has made the goods available and has notified the seller accordingly.
- 6.2 Deliveries, including freight paid consignments handled by a carrier, shall be at the purchaser's risk. Transport insurance shall be arranged solely at the request of the purchaser and at his cost.
- 6.3 Goods not accepted shall be stored for account of the purchaser and at his risk.
- 6.4 Packing and dispatch shall be arranged at our discretion, albeit without obligation.

§ 7 Guarantee/damages

- 7.1 The guarantee period for goods manufactured by us shall be 24 months after delivery. The manufacturer's guarantee shall apply in respect of marketable goods.
- 7.2 The guarantee period for repairs and components used in repairs shall be 6 months.
- 7.3 The guarantee shall cover any defects in goods which occur at the time the risk passes to the purchaser and which are demonstrably attributable to manufacturing or material shortcomings. Such guarantee shall be limited to the rectification of defects and the supply of spares.
- 7.4 The guarantee in respect of defects pursuant to the provisions of Article 6.1 shall apply only if all obvious defects, wrong quantities supplied or wrong deliveries are notified to us in writing by the purchaser immediately after receipt or in any case prior to use. Should he fail to do so within the set period or should the goods be sold by him before any defects are notified, the goods shall be deemed to have been unreservedly approved.
- 7.5 Guarantee claims shall be excluded if our goods are altered by third parties or are incorporated with components of third party origin, except where defects are not due to such alteration, the directives for handling and use are not followed or there is evidence of faulty assembly or operation by the purchaser or third party.
- 7.6 All further claims by the purchaser, in particular damage claims arising from the consequences of defects, shall be excluded where such defects are not due to the absence of ensured features. This shall not apply where there is intention, gross negligence or the failure to meet basic contractual obligations on the part of the seller.
- 7.7 Where the purchaser is a trader, we shall, in the event of delay or impossibility, be liable only where there is intention or gross negligence. However, our liability shall be limited to the cost of replacing the order quantity concerned.
- 7.8 The prescription period for claims arising from defects, including claims for damages, shall be 1 year from the legal commencement of prescription.

§ 8 Reservation of ownership

- 8.1 The seller shall reserve ownership of the goods delivered pending payment in full. Reservation of ownership shall also apply pending settlement of all contingent claims, including future such claims, arising from the business relationship between purchaser and seller.
- 8.2 The purchaser shall not be authorised to assign the goods as security or to pledge them. However, he shall be entitled to proceed in the ordinary course of business with the further sale of the reserved goods. In so doing, he shall assign to the seller any claims against his business partners arising there under.
- 8.3 If the goods undergo processing by the purchaser, the ownership reservation shall also extend to the whole newly processed item. The purchaser shall acquire co-ownership of the fraction equal to the ratio of the value of his goods to that of the goods supplied by the seller.
- 8.4 If the value of all securities for the seller consistently exceeds existing claims by more than 20%, the seller shall, at the purchaser's request, authorise payment of securities of the seller's choice.
- 8.5 The seller shall be entitled to assert ownership reservations rights without withdrawing from the contract.
- 8.6 The purchaser shall undertake to inform us immediately in writing of any enforcement measures by third parties concerning our ownership reservation in respect of goods or claims.

§ 9 Repairs

If submission of a cost estimate is desired prior to the completion of repairs, this shall be expressly stated. The cost of such cost estimate shall be offset against the cost of repairs. Articles 3, 4 and 5 of the General Terms of Business refer.

§ 10 Liability

Damage claims by the purchaser shall be excluded. This shall not apply where there is intention, gross negligence or a breach of the seller's basic contractual obligations or where features are not guaranteed in writing.

§ 11 Data protection

Pursuant to Article 26 .1 (data protection law), we would point out that customer and supplier data are stored and processed by us electronically so as to enable us to process the necessary business transaction