

Standard Terms and Conditions

I. Subject of the contract

1. All contracts and offers are subject to our general terms and conditions. It is understood that with placing the order they are agreed upon.
2. Purchaser's deviating terms (purchase terms), special agreements with our representatives as well as side agreements and arrangements by telephone not explicitly accepted by us in writing are not binding for us even if we do not expressly object to them.
3. For orders received in response to price lists, circulars and general offers we do not assume any obligation to deliver. All the details given in technical documents, brochures or other printed publications are only approximations and not conclusive unless they are explicitly designated as binding. We reserve the right to technical alterations in line with the latest state of the art.

II. Prices

Delivery and invoicing according to our basic price in invoiced currencies valid at the time of the sale and taking into account the respective discounts or increased cost of materials. In case of unforeseen price increases for raw materials or other expenses arising during the execution of the sales contract, seller's price valid at the time of delivery is applicable.

III. Terms of delivery, delivery dates

1. We shall do our best to observe promised date of delivery.
2. Damage claims because of delays or justifiable impossibility of performance are excluded unless at least gross negligence on our part can be proven, but not in cases that someone's life, body or health is injured.
3. In case of call orders, all goods must be taken delivery of within the period agreed upon. Otherwise we are entitled to demand payment of the goods not called for or to withdraw from the contract as far as those goods are concerned.
4. Subject to us obtaining our supplies timely and correct ourselves (reservation as to ourselves obtaining delivery)
5. In case of *forte majeure* and other unforeseeable and extraordinary circumstances arising through no fault of ours, e.g., difficulty in procuring materials, operating trouble (shutdown), strike, lockout, unavailability of means of transport, intervention by authorities, energy supply problems, etc. - even if those incidents occur with our suppliers - the term of delivery will be sufficiently prolonged if we are hindered in meeting our obligations in time. Should delivery or performance be impossible or unreasonable as a result of the circumstances mentioned above, we shall be relieved of the obligation to deliver. Should the delivery period be prolonged or should we be relieved of the obligation to deliver, the buyer will not infer any claim for damages.

IV. Passing of risk and dispatch

1. In the absence of any special agreement we shall choose routing and the means of transport. Postal items will in any case be paid by the person/firm ordering. Freight and packing is free for railway consignments weighing 20 kg and more. For cases and wooden crates there is always a charge at cost price, 2/3 of which will be refunded upon return in perfect condition and freight paid.
2. We are entitled to insure the consignment in the name and for the account of the buyer, but we are under no obligation to do so.
3. The risk devolves on the buyer or orderer as soon as we have handed over the goods to the forwarder, the carrier or any other person or institution authorized to execute dispatch. This also applies to goods being dispatched within the same town. If we dispatch the goods on our own vehicles, the risk passes on to the buyer at the time the goods have been loaded onto the own vehicle.

V. Dimensions

The dimensions given in our printed material, price list, offers and acknowledgements of orders correspond to those customary in trade and thus need not correspond to the real dimensions. We try hard to conform to the dimensions ordered but reserve the right of deviations of up to $\pm 10\%$. Where possible, we consider DIN tolerances. Reduction of the purchase price or other warranty claims cannot be justified by deviations in dimensions.

VI. Payment

1. The time allowed for payment is 30 days strictly net. A 2 % discount is granted for cash payment within two weeks from the date of invoice, provided all obligations in connection with previous supplies have been met.
2. Only payments made directly to our accounts can be accepted. Payments received by our employees can only be accepted if they have a written authority to collect. Default in payment and customer's reduced credit standing entitle us to keep back delivery or cancel the order without notice and without being under any obligation to pay damages.
3. In case of a default in payment respective bill collection charges at 5 % above Bank Rate of European Central Bank) will be charged.
4. Bills of exchange and cheques will be credited only with the proviso that the full amount is duly received. In any case, we reserve the right to take an outside or own acceptance, whereby it is understood that in case of a protest all acceptances will be returned and our trade accounts receivable payable at once. We accept no responsibility for proper noting and protesting.
5. Customers set-off claims and right of retention against our receivables excluded, as long as not balanced with counter-claims.

VII. Retention of ownership

1. We shall remain the rightful owners of the goods delivered until the purchase price has been paid in full, or until payment of a bill or cheque, and until the customer's account is balanced.
2. The buyer is entitled to resell or reprocess the goods. He may not pawn them or transfer ownership by way of security. In case of resale, the buyer shall assign all receivables and other claims including all accessory rights arising from the resale to us. The assignment in the above sense is herewith considered as executed.
3. If the goods sold subject to reservation are processed, we shall acquire the ownership of the product thus manufactured, with the value of the new product being proportional to that of the goods of the conditional sale at the time of processing.
4. We are to be informed immediately in case of seizure by a third party. A written confirmation of our right of ownership is to be presented to the third party.

VIII. Warranty

1. Notification of defects must be made without delay and not later than 10 days after receipt of the goods. A notification of defects does not exempt the buyer from his obligation to pay.
2. We assume statutory warranty for faulty material or workmanship of our products. Suitability for a specific purpose is not guaranteed unless such assurance is given in writing. Our warranty is limited to repair or replacement depending on our own choice. Should repeated repairs or replacements fail to remedy the defect, the buyer shall have the choice to either reduce the purchase price or withdraw from the contract. Any further claim for damages, reduction of the price or withdrawal is excluded as well as any claim for compensation for indirect damage and such damage the value of which exceeds that of the consignment.

IX. Assembly

Assemblies are executed as agreed and are subject to our assembly terms.

X. Place of performance and jurisdiction

Place of performance shall be Blaustein. Court of jurisdiction is Ulm.

XI. Applicable law

It is understood that all disputes shall be subject to the law of Germany. All regulations of the UN-Convention on Contracts for the International Sale of Goods are excluded

XII. Partial nullity

Should one clause of those terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of any other clause or agreement.