

# Conditions of Sale / AGB

## General Sales and Delivery

1.

### **General · Scope**

1. For all our offers, sales and consulting and other contractual services solely our following conditions. Conflict with or differ from our sales conditions of the buyer , we do not recognize , unless we have expressly agreed in writing. Our terms of sale apply even if we are aware of conflicting or deviating from our sales conditions of the buyer the delivery to the buyer unconditionally , even if we do not contradict these conflicting or different terms and conditions of the buyer.
2. All agreements made between us and the buyer shall be set down in writing in the contract of sale , the order confirmation and these conditions. Deviating agreements, collateral agreements, assurances and other promises made by our representatives and employees are only effective if they are confirmed by us in writing .
3. Our terms of sale apply only to companies within the meaning of § 310 Para . 1 BGB .

### **2. Offer · Delivery · Transfer of Risk**

1. Our offers are subject to change. Orders shall not be deemed accepted if they are confirmed by us. With respect to the subject matter hereof is our written confirmation .
2. Compliance with our delivery obligation requires the proper performance of the obligations of the buyer. The defense of breach of contract is reserved.
3. If the buyer is in default of acceptance or violates other obligations to cooperate, we are entitled to demand compensation for damages incurred by us including any additional expenses .
4. The part of the quotation data, dimensions and weights are approximate only.
5. Correct and timely delivery remains.
6. Acts of God , strikes , lockouts, lack of raw materials , equipment failure, riot , war, and others through us due to circumstances beyond with us or one of our suppliers entitle us to completely or partially suspend the execution of the contracts or wholly or partially , without the contract that the purchaser is entitled to damages claims .
7. Partial deliveries are permitted .
8. Any liability for damages resulting from late or incomplete delivery is rejected.
9. Shipping is at buyer's risk , even if free delivery is agreed. Our delivery obligations are to the output from the factory or warehouse filled with the delivery to a shipper.

### **3. Packing**

1. Deliveries will be made including packaging unless this is expressly extended loan.
2. For small quantities surcharges are levied.
3. Where products are marked with a trademark processed , so the use of the trademark in connection with the product produced thereby is allowed only if a written consent of the proprietor of the trade mark is present.

#### 4. **Terms of Payment**

1. Unless a price has been agreed upon in writing as a fixed price, we are entitled to charge our generally applicable on the delivery prices. Until then, the costs lying on production, sales and transportation of the goods ( including public charges ) increased or newly founded, the the buyer's purchase price increases even if these costs are not calculated separately in addition to price . Is to pass on the increased costs to the buyer prohibited by law , we shall be entitled to withdraw from the contract. Free of freight prices are conditional unimpeded traffic. VAT is not included in our prices ; It will be shown at the statutory rate on the date of invoicing separately in the invoice .
2. Our invoices are payable within 30 days of the invoice date.
3. For delay times interest at the rate of 10 % above the base rate of the European Central Bank charged. This also applies in the eventuality of a deferral of payment.
4. If the purchaser is in default of payment or if circumstances become known which place the creditworthiness of the buyer (eg insolvency proceedings, suspension of payments) all claims, including those for which we have exceptionally taken in lieu of payment changes, due immediately. We also are then entitled to services under the contract, to the extent not yet been completed, reset to the remaining payment and / or against advance payment, or to perform first collateral. We are further entitled to repossess goods delivered at the expense of the purchaser, without thereby withdraw from the law, the contract automatically use is made. Old receivables from the sale of goods in which we have ownership rights, the buyer already within the scope of our ownership share of the sold goods to us for security. At our request, the buyer must give us all the necessary information on the inventory of goods in our ownership and to notify its customers of the assignment. He's in the event of default, especially in the case of insolvency, obliged us to allow access to our products and the products manufactured here and give insight into his books.
5. Offsetting is permitted only with authorized by us or legally established counterclaims.

#### 5. **Warranty**

1. The buyer is in any case required upon delivery of the goods this . Immediately after delivery by us to the extent this is possible in the ordinary course of business , to study before further processing or resale and to make immediately in writing of any deficiencies Ad.
2. When rightly rejected goods , or parts thereof, the purchaser is solely their replacement or . prorated replacement, but not a further compensation claim to . To the provisions in § 377 and § 254 BGB be given special attention . All labels and markings must be carefully considered.

3. For delivery of goods grade-compliance the data given mean values correspond . Deviations within the usual tolerances are reserved. We expressly point out that, in special , substandard, Offgrade- , Secundaqualitäten etc. and in particular for regenerated the deviations or variations among other differences can be much larger . For wastes no liability can be accepted . However, because of the different requirements and individual conditions of use of the products was performed by a consulting us is binding. It frees the customer from its own obligation to check the products as to their suitability for their purpose .
4. The manufacturers of these products are responsible for warranties for original products. The defect claim is excluded if the purchaser has failed to rights of recourse against third parties to protect (eg ground- Verbal , shortfall certificate ) . Our mitigation measures are not considered as an acknowledgment of defects . Through the negotiation of a complaint does not waive the objection that the complaint was not timely , factually incorrect or otherwise insufficient. The provisions also apply to incorrect deliveries .
5. When recognized shortfalls we can deliver the defected amounts or issue a credit note at our discretion.
6. Damage to the time of delivery will only be accepted if the damage acknowledged in writing upon acceptance by the carrier.

## **6. General liability**

1. Claims for damages of any kind against us, our representatives or vicarious agents , especially for damages not caused to the delivery item itself, are excluded , this does not apply to injury to life , body, health and gross negligence .
2. May in individual cases of gross negligence , the liability is not excluded, but are limited in amount to the Terms and Conditions , the liability is always limited to proven damages , max. However, 10% of our sales price of the goods from the delivery or non-delivery resulting claims .
3. If the contract is not based on too of deliberate breach of contract, our liability is limited to foreseeable, typically occurring damage.
4. The statute of limitations is 12 months from transfer of risk.
5. Information on processing and applications of the products sold by us or by the manufacturer , technical advice and other information is given in good faith but without obligation and without incurring any liability .

## **7. Retention of title**

1. The delivered goods remain until settlement of all outstanding claims from the business relationship -even to the cashing of checks and possibly changing -our property.
2. The buyer has the ongoing responsibility to keep a record of the existence of the processing and sale of the goods , and in a way that guarantees us our rights from the reservation .
3. Wird die von uns gelieferte Vorbehaltsware mit in fremdem Eigentum stehender Ware verarbeitet oder verbunden, steht uns das Eigentum an der neuen Sache in dem Bruchteil zu, der unserem Rechnungswert unserer Ware im Verhältnis zum Wert der neuen Sache

durch Verarbeitung oder Verbindung entspricht. Erwirbt der Käufer kraft Gesetzes das Alleineigentum an der neuen Sache durch Verarbeitung oder Verbindung, sind wir uns mit ihm darüber einig, daß er uns das Miteigentum an der neuen Sache nach dem Verhältnis unseres Rechnungswertes der Vorbehaltsware zum Wert der entstandenen neuen Sache zum Zeitpunkt der Verarbeitung oder Verbindung überträgt und diese unentgeltlich für uns verwahrt.

4. Resellers to sell our reserved goods in the ordinary course Geschäftsverkehrs is permitted in its own name . The buyer assigns all claims arising from the resale to us . We accept the assignment. The sale of the goods after processing or combining with other goods not belonging to us or together with other goods not belonging to us , the assignment of the receivables to the invoice value of our reserved goods applies . The buyer is only so long authorized to collect the assigned claims , as he duly meets its payment obligations to us . The buyer has against his customers to retain title until they have fully paid the purchase price .
5. The pledge or assignment of our reserved goods to the buyer is not permitted . He is obliged to show us by third parties to the reserved goods immediately. The agreement of assignment prohibitions is forbidden to the buyer.
6. If the value of the securities given to us the secured claims exceeds by more than 15 % , we are committed to the purchaser's request , at our discretion , to release securities .
7. The buyer is obliged to keep the reserved goods for us carefully to maintain at its own cost repair and repair as well as to insure that of a prudent man longing at his expense against loss and damage. He will take up his claims under the insurance contracts hereby assigns to us in advance.

#### **8. Jurisdiction of performance • Place of Performance • Final provisions**

1. If the buyer is a businessman , our registered office of jurisdiction; However, we are entitled to sue the purchaser at his place of residence.
2. The law of the Federal Republic of Germany ; the validity of the UN Sales Convention .
3. Insofar as is specified in the order confirmation, our place of business is performance.
4. If any provision of these General Conditions of Sale and Delivery be invalid or unenforceable , this shall not affect the validity of the remaining provisions .

At March 2010

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