



## General Terms and Conditions of Payment and Delivery

### § 1 General

- (1) These terms and conditions of payment and delivery are an integral element of all offers and contracts regarding the delivery of goods and services provided by the seller even for existing and future business relations.
- (2) Deviations from this contract and the general terms and conditions are only binding if they are confirmed in writing by the seller.
- (3) For the rest, we would like to draw your attention to our standard terms of installations, which are valid for installations, commissioning, repairs and maintenance services.

### § 2 Offers, Conclusion of Contract

- (1) Our offers are always subject to confirmation and non-binding, and are subject to prior sale.
- (2) Documents belonging to the offer such as diagrams, drawings, units of weight, details on service and consumers are only indicative. Quotations, drawings and other documents shall remain the property of the seller until conclusion of the contract and may not be made accessible to third parties.
- (3) The buyer is bound by his order for 30 days, commencing with the date it was received by the seller.
- (4) Modifications, deviations and verbal agreements must be confirmed in writing by the seller.

### § 3 Scope of the legal Obligation to deliver

- (1) The written order confirmation is decisive with regard to the manner and scope of delivery. Brochures, drawings, dimensions and weights are only approximate. When selling standard items we are obliged to supply goods of the same type and quality, slight deviations from the ordered goods are permitted.
- (2) The order shall be carried out on the basis of the project drawings or dimension sheets prepared by us, which the buyer shall receive at the latest with the order confirmation. If the buyer is not in possession of these documents when placing the order, then they shall become binding for both parties once he has approved them or if he has not informed the seller of any change requests in writing within a period of 30 days after receipt. If the buyer expresses such change requests, then the contract has to be renegotiated.
- (3) Our delivery commitment does not include any arising excavation work, concrete work, cutting work or other masonry work nor the installation of the necessary electrical connections.

### § 4 Terms of Delivery, Right of Withdrawal

- (1) Any terms of delivery and service are only binding if they are expressly confirmed in writing by the seller.
- (2) Delays in deliveries or services, for which the seller is not responsible, - in particular industrial disputes and also in case of force majeure at both the seller and his suppliers - shall extend the delivery deadlines accordingly. The buyer may only be authorized to withdraw from the contract if in such a case he sends a reminder in writing and the delivery is not carried out within a period of 8 weeks after receipt of this reminder.
- (3) If the seller does not deliver for other reasons, then the buyer can withdraw from the contract, however he can only claim for damages in the case of intent or gross negligence. Any possible claims for damages due to delayed delivery are restricted to 10% of the order value, in as far as has been recognized by law that the seller acted with intent or gross negligence.
- (4) Default in payment and/or any circumstances arising in the person of the buyer, which appear to endanger the security of the purchase price claim, the works compensation claim or other claims of the seller, authorise him to withdraw from the contract - notwithstanding his legal rights to withdraw from the contract - and to assert his rights from the retention of title agreed below or to demand compensation for non-performance. The seller is also authorised to make the fulfilment of the contractual obligations dependent on the buyer furnishing security or to withdraw from the contract.

### § 5 Passage of Risk, Acceptance Test

- (1) The risk of accidental destruction of the ordered goods is passed over to the buyer at the time the goods are delivered. If the goods are shipped to the buyer at his request, then the risk is passed over to the buyer when the goods leave the seller or a third party commissioned by him. The buyer bears the risk for possible return shipments, which are carried out with the approval of the seller.
- (2) After completion of the system, the buyer has to inspect and approve the system upon request of the seller within 10 days either by himself or by an authorised person. This is done by confirming the installation by means of installation records. Reservations regarding any defects have to be reported in writing.
- (3) If no inspection test is carried out on the system, despite the request to do so by the seller, then the system is regarded as approved after a period of ten days after receipt of the request, otherwise the inspection test is considered as having been carried out once the system starts being used.

### § 6 Warranty

- (1) If the buyer puts forward a claim for transport damages, then a written statement is required from the forwarder or carrier, rail or post regarding the damages incurred. The complaint has to be accompanied by a certificate of damage together with a declaration of assignment with regard to all claims towards the forwarding company or other damaging party and has to be handed over to the seller.
- (2) The seller gives warranty for the systems delivered and/or installed by him within the scope of statutory provisions.
- (3) Warranty claims from the buyer are restricted in principle to his right to demand post-performance. The buyer reserves the right however either to reduce the purchase price or wage costs if the post-performance has no effect or to withdraw from the contract as he chooses.
- (4) The buyer has to report any obvious defects in writing to the seller at the latest within 2 weeks after they occur. If defects are not notified before this deadline has expired, then any liability is ruled out. The same applies if faulty objects are resold, parts are taken out of rejected or defective shipments or such goods are modified by a third party or if parts from a third party are installed.

### § 7 Price, Payment Terms

- (1) The prices on the order confirmation - unless agreed specifically elsewhere - are fixed for 4 months, from the date of the order confirmation. If after this period and up to the time of delivery any significant cost factors should change, the seller is entitled to amend the price accordingly. Packaging, freight and customs clearance shall be charged separately.
- (2) The agreed prices are net prices, on which no discount or other deductions shall be given.
- (3) Cheques shall only be accepted as payment by the seller. Bank charges shall be debited to the buyer.
- (4) Any right to set off or lien can only be put forward by the buyer in the case of an undisputed or legally enforceable counterclaim.
- (5) The seller's invoices are due for payment within 2 weeks after invoice date, unless agreed otherwise. In the case of default of payment by the buyer, the seller is entitled to charge interest for default amounting to 5% per year above the corresponding base rate.

### § 8 Retention of Title

- (1) The purchased objects remain the property of the seller until full payment of all outstanding invoices including interest and costs. During this period of retention of title, the buyer has to notify the seller without delay of any destruction, damage or attachment as well as the transport of the object of purchase or parts thereof to another location.
- (2) Processing of the reserved goods is to be regarded as effected in the name of the seller, so that the ownership of the reserved goods resides with the seller without his being obliged. If the goods are processed together with other reserved goods, the seller obtains co-ownership of the new goods according to the ratio between the reserved goods value and the value of the other goods at the time of the processing. This applies accordingly if the goods are mixed or in any way connected with other goods.
- (3) If the reserved goods are resold, then the claim is regarded as assigned to the seller according to the amount of the reserved goods including all ancillary rights. The seller accepts the assignment of the claim.
- (4) If the reserved goods are installed as an integral element into the premises of a third party, then the claim towards the third party or whoever it may concern is regarded as assigned to the seller according to the amount of the reserved goods including all ancillary rights. The seller accepts the assignment of the claim. If installation is carried out on one of the premises of the buyer, then if the premises are sold, he assigns the claim according to the amount of the reserved goods including all ancillary rights to the seller, who accepts the assignment of the claim.
- (5) If the value of the granted security provided for the seller exceeds the total amount of the seller's claims by more than 20%, then the seller is obliged to release the security at the request of the buyer in the manner of his choice.

### § 9 Place of Fulfilment and Jurisdiction

- (1) The place of fulfilment for all obligations excluding purchase or service contract is Bocholt, unless otherwise explicitly agreed.
- (2) If there should be prerequisites for an agreement on the place of jurisdiction in accordance with § 38 of the Code of Civil Procedure, then the place of jurisdiction for all claims put forward by the parties to the contract, even in respect of actions on cheques is Bocholt.