

General Terms of Delivery and Payment

I. Contract

1. The following General Terms of Delivery and Payment are valid for all contracts, offers and their acceptance, deliveries and other services for our part.
2. Contrary conditions of the purchaser which are not expressly acknowledged in writing are not binding to us, even if we do not contradict them expressly. At the latest with the acceptance of our services our General Terms of Delivery and Payment are taken for acceptance.
3. Offers are not binding to us. A contract will come into force only after written acceptance of the purchase offer by us. The purchaser is bound to his order for one month.
4. Purchase orders and verbal agreements regarding such orders have to be confirmed in writing by us.
5. Documents belonging to our offer such as drawings, weights etc. are without guarantee. Cost estimates, drawings and other information remain our property and shall not be duplicated or made available to third parties without our consent if the purchaser has not paid a special fee for this.

II. Prices

1. Price conditions are valid for three months from the date of confirmation by us. In case longer delivery terms are agreed or if the purchaser is responsible for the delay in the delivery, a later change in the level of wages or material may justify a proportional price increase to the extent of the aforesaid factors. In case the price increase surpasses 10% of the originally agreed price the purchaser may withdraw from the contract.
2. Our prices are understood net ex works or ex warehouse and do not include cost for packing, freight, postage, insurance and the value added tax on the date of contract conclusion. In case the delivery time is longer than four months and the value added tax should change after this date, it will be charged in the legally prescribed percentage.
3. Any services not expressly mentioned in the offer that are necessary for execution of the order or will be executed upon request of the purchaser will be invoiced according to the actual costs of wages and material. Fees and costs in connection with the compliance of official rules at installation site will be paid by the purchaser. The same is valid for the preparation of mandatory approval applications and drawings.
4. If the quotation covers the delivery of complete firing systems inclusively installation, the offered prices are valid if the order is made for the total system and under the condition of an uninterrupted installation work and the ensuring setting into operation.

III. Delivery

1. Delivery dates and delivery terms are always valid for us only approximately, they are without obligation, unless they are expressly confirmed as firm.
2. Delivery terms commence with the date of our order confirmation but not however before full clarification of execution details and of all conditions to be met by the purchaser. Delivery date is the day of the shipment resp. the day on which the readiness for the shipment is announced.

3. The delivery time shall be extended automatically by the period during which the purchaser fails to meet his obligations towards us; the same is valid for delivery dates.
4. In case of force majeure and unforeseen extraordinary reasons not within control e.g. material procurement in difficulties, factory disturbances, strike, lockout, lack of transport means, official measures, difficulties in energy supply etc. the delivery time is extended by a reasonable period if we can claim obstruction by the timely fulfilment of our obligation. In case such circumstances render the delivery of service impossible or unreasonable we shall be released from our obligations. If the delay takes longer than two month the purchaser is entitled to withdraw from the contract. If the delivery time extends or if we were released from the obligation of delivery, the purchaser cannot derive herefrom any claims of damage. We can rely on unforeseen circumstances only, if we have informed the purchaser immediately hereof.
5. In case deliveries cannot be made in time by reasons of delivery delays on the part of suppliers, by reasons not within our control, or if these deliveries become impossible, both contract parties are entitled to withdraw from the contract in case the agreed delivery dates is delayed by more than two months. So far we are also obliged to inform the purchaser immediately about the delay in delivery.
6. Partial deliveries are allowed, can be invoiced at once and have to be settled according to article IV.

IV. Payment Conditions

1. Generally our invoices have to be paid net in German currency and within 30 days after date of invoice by means of bank cheque or remittance.
2. For cash payment within 10 day from the date of the invoice we allow a discount of 2%.
3. An exceptional discount of 3% is allowed in case of payment in advance or payment on delivery of the goods. Invoices for repairs are to be paid immediately after receipt without any deduction.
4. Invoices for repairs are to be paid immediately after receipt without any deduction.
5. Bills of exchange are only accepted upon prior agreement and in exceptional cases. Costs and expenses in discounting of bills of exchange shall be for the account of the purchaser and have to be paid by him immediately in cash. Bills of exchange are accepted without any liability for proper presentation or protest.
6. Payment to agents without written collection authority are not accepted.
7. In case the purchaser is in delay interests payable on arrears will be charged with 7% per annum over the corresponding discount rate of the Deutsche Bank, if we are not legally entitled to charge interests payable on arrears from the date of maturity already. The above mentioned interests payable on arrears are to be fixed higher or lower if we prove a corresponding lower cost.
8. If the purchaser is in delay for more than 10 days with payment of one of the existing contracts, or if he suspends payment or there exists a substantial deterioration in the financial contracts with the purchaser, so our debts from all existing contracts with the purchaser will be immediately due for payment; extension of times or other postponing payments - also through acceptance of drafts will terminate at one. We can claim security for deliveries and services not yet executed.
9. If the total remaining debt is not paid at once, purchaser's right of using the object shall expire. We are entitled to recover the supplied objects without prejudice to our claims until their fulfilment - the purchaser entitles us already now to enter the premises of the purchaser and to seize the object supplied or to withdraw from the contract after a reasonable period or to claim for damage because of nonfulfillment to contract.

10. All costs in connection with the removal of the object supplied are to be paid by the purchaser.
11. Any compensation with eventual claims in the part of the purchaser and withholding of due payments is excluded as long as the existence of those claims has not been established legally, or if they are not accepted or contested by us.

V. Shipment, transition of risks

1. The kind of packing is determined by us. Packing costs will be invoiced at self costs. Packing, protection and transport means are not redeemable. If commercial usage or if agreed with the purchaser, delivery shall be unpacked.
2. Shipment route and means of shipment are determined by us in case no other agreement has been made.
3. We are entitled but not obliged to make insurance in the name and for the expense of the purchaser. Damage occurred during transit shall immediately be reported to the forwarder and the purchaser shall inform us without any delay enclosing a certificate of the forwarder and to inform us.
4. Risks are passing to the purchaser when shipment has been handed over to the person in charge of the transporter or has left our dispatch department, irrespective if the shipment starts from the place of proper contract fulfilment and irrespective as to which party pays the freight costs. This is also valid for the partial shipments or if the seller is obliged to provide other services. If the goods are ready for shipment and should the shipment or the acceptance be delayed for reasons not within our control, transition of risks passes over the purchaser with the arrival of the corresponding notification for readiness of shipment.

VI. Installation Work

1. If not otherwise agreed, the charges for installation work have to be paid separately. The costs include especially travel costs, daily allowance and the working hour rates of the installation personnel inclusively surcharges for overtime hours (+25% for the first overtime hour, +50% for each further over time hour as well as night-work and work on Sundays (50%) and work on holidays (100%)). Time spent for preparation, travel and waiting will be charged as working time.
2. Lump sums agreed upon for installation work do not include charges for eventual overtime hours, night-work, work on Sundays or holidays. These rates shall be charged separately. Apart from this the "General Conditions For The Delegation of Technical Personnel" are valid which are attached to the installation work order confirmation.
3. In case the installation is executed by the purchaser or by a third party commissioned by the purchaser, our corresponding valid operation and installation instructions which have to be required must be strictly observed.

VII. Warranty

Our warranty is as follows:

1. Decisively for the contractual condition of the goods is the time of their handling over to the forwarder at the latest the time when the goods leave our works or warehouse.
2. In case of justified complaints, the delivery object will be repaired or substituted according to our choice. A repeated failure of repair or substitution entitles the purchaser to demand a price reduction.
Repair work or substitution may be carried out on the condition that a proportional part of the contract price will be paid by the purchaser before.
3. The purchaser is obliged to check the goods immediately after arrival and to indicate apparent defaults without any delay, at the latest, however, one week after arrival.

4. Warranty claims are admissible only within 6 month from the date of arrival. Warranty is restricted to parts that become unusable due to defective material or workmanship within 12 months in single-shift operation, with day and night operation within 6 months or, if the warranty of the respective sub-supplier or producer provides a shorter period, within this period - all dates calculated from the transition of risks.
5. Any claim for warranty is excluded resulting from transport damage, negligent handling, alteration of the goods by the purchaser or by usual wear and tear.
6. If during the repairing or substitution will be stated that no warranty exists on our part, the purchaser has to pay us the costs incurred.
7. For the lack of written agreement we do not guarantee that the goods supplied by us correspond to special standards.
8. We are not responsible for agreements, guarantees and other promises made by the purchaser to his clients regarding the reselling of the goods.

VIII. Liability

1. Claims for damages resulting from delay, impossibility of compliance with contract, positive violation of contract, consequential loss, negligence when concluding the contract and by improper action are excluded, if the damage has not been caused by wilful or gross negligent action on our part.
2. Above mentioned exclusion of liability is valid to the same extent for all persons or firms in the employ or not in the employ of the seller, who are active in the contract fulfilment.

IX. Reservation of ownership

1. We reserve ownership in the goods we have supplied until all claims arising out of the business relationship, including all subsidiary claims (among other things all current account balance claims), have been completely paid and until the bills of exchange and cheques given for them have been honoured even when the purchasing price for specially named claims has been paid.
2. The reservation of ownership also covers products created by processing, whereby the customer is entitled to process and resell the goods during the course of ordinary business insofar as the claim arising out of further processing and reselling is transferred to us. No obligations will arise for us out of the further processing. When our goods are processed, combined or mixed with other material, we acquire co-ownership in the product created through this work at the ratio of the value of our goods to the value of the other material at the time of handling and processing. The transfer of processing is replaced by the customer storing the products on our behalf free of charge while exercising the care of a prudent business man. Otherwise the same as for the reserved products applies to the new products created by handling and processing. They are regarded as reserved products within the meaning of this stipulation.
3. The customer already assigns all claims arising out of the sale of goods in which we have ownership rights - if necessary to the amount of our share of ownership in the goods sold - as security against all our claims arising out of the business relationship irrespective of whether the reserved product has been sold to one or more purchasers without or after processing. If the customer violates the contract, particularly if he falls into arrears with payment, we are entitled to take back the goods after issuing a warning and the customer is obliged to hand the goods over. The execution of the reservation of ownership and the seizure of the delivered item by us does not constitute a withdrawal from the contract insofar as the instalment law is not applicable.

4. If the item in which ownership has been reserved is seized by a third party, the customer must inform us immediately and send us a photocopy of the seizure protocol. Intervention costs will be borne by the customer.
5. We are obliged to hand the securities over on demand by the customer while reserving the right to selection should the realizable value of the securities exceed our claims to be secured by 20%.
6. With full payment of all claims the seller's title to the goods sold automatically pass to the purchaser, any claims assigned on the purchaser's part fall due to him.
7. The purchaser is not entitled to pledge the goods sold nor to vie them in lien. In case of attachment of any other infringement by third parties the purchaser has to inform the seller immediately. The cost of intervention shall be paid by the purchaser.

X. Return of goods supplied

Goods duly ordered and supplied by us are not taken back. If in exceptional cases we have accepted in writing to take back the goods supplied, all costs in connection with the return of the goods are to be paid by the purchaser, such as storage, transport and other expenses.

XI. Assignability of rights

The customer may only partially or entirely transfer his rights from the contract to third parties with our prior written consent.

XII. Place of fulfilment and jurisdiction

1. The place of fulfilment for both parties is Stuttgart, Germany.
2. The place of jurisdiction for all disputes between the parties arising out of the contractual relationship, even for bills of exchange and cheques, is exclusively Stuttgart insofar as the customer is a full merchant, a legal person under public law or a special public asset.
3. The law of the Federal Republic of Germany applies as does the German language. The application of uniform purchasing laws, particularly of the CIDG, is excluded.

XIII. Partial invalidity

In case any mentioned clause or agreement of these General Conditions for Delivery and Payment should not be valid or rendered ineffective, the validity of all other clauses or conditions shall remain valid nevertheless.

These General Conditions of Delivery and Payment have been printed in English language for the convenience of our business partners only. Legally valid is only the German version.