



General Terms and Conditions of Sale and Delivery

I. Conclusion of contract

Our offers and prices are without engagement. Orders shall only become binding on us on issue of our written confirmation.

Buyer's terms and conditions will not be accepted by us. We hereby reject them.

Amendments or additions to a contract shall only be valid if agreed in writing.

Buyer's requests or proposals for modifications or changes must be clearly indicated and highlighted.

No understandings have been agreed by word of mouth between the parties other than those which are set forth in writing. Understandings made by word of mouth shall have no effect.

II. Payment

Prices are quoted in euros; they are payable net, together with value added tax at the rate in force at the time.

Prices are due for payment at the time of handover of the item of sale or presentation or transmission of the invoice.

Buyer may only offset his own claims against ours if his claims are undisputed or he is in possession of a legally enforceable instrument; Buyer may only exercise a right to withhold payments in respect of claims which have arisen from the contract of sale and purchase.

III. Delivery and delay in delivery

Delivery dates and periods, which may be agreed firm or without engagement, must be stated in writing.

Where Buyer has a claim to damages for delay, such claim shall, in the case of ordinary negligence on Seller's part, be limited to 5% of the agreed purchase price. If Buyer additionally wishes to repudiate the contract and/or claim compensation in lieu of performance, he must first allow us a reasonable period of time for delivery.

Where Buyer has a claim to compensation in lieu of performance, the claim shall, in the case of ordinary negligence, be limited to 10% of the agreed purchase price.

If Buyer is a legal entity organized under public law, a separate asset fund existing under public law or an entrepreneur acting on conclusion of the contract in performance of his commercial or self-employed professional business activity, claims to damages for ordinary negligence are barred. If we are already in delay and our ability to deliver is rendered impossible through chance, we may only be held liable within the limits on liability as agreed above. We may not be held liable if the loss or damage would have occurred even in the case of punctual delivery.

If a firm date or period for delivery is exceeded and we are deemed to be in delay as soon as the date or period expires, Buyer's rights shall be governed by Sentences 3 to 6 of this Section.

Force majeure or disruption of business operations by which we or any of our suppliers are affected and which temporarily prevent us through no fault of our own from delivering the item of sale on or by the agreed date or within the agreed period of time shall cause the aforesaid dates or periods of time to be extended by the duration of our inability to provide performance caused by the said circumstances. If disruptions of the said kind result in our performance being deferred by more than 4 months, Buyer shall have the right to repudiate the contract. Other rights of repudiation shall remain unaffected.

IV. Reservation of title

The item of sale shall remain our property until settlement in full of all the claims to which we are entitled on the strength of the contract of sale.

Where Buyer is a legal entity organized under public law, a separate asset fund existing under public law or an entrepreneur acting on conclusion of the contract in performance of his commercial or self-employed professional business activity, our reservation of title shall also continue in existence for our claims against Buyer resulting from an ongoing business relationship until settlement of all claims arising in connection with the purchase.

On Buyer's request, we shall have a duty to forego our reservation of title if Buyer has undisputedly fulfilled all claims arising in connection with the item of sale and if reasonable and adequate security exists for the other claims arising from the ongoing business relationship.

Reservation of title of Buyer pursuant to Section 950 BGB [German Civil Code] in the case of processing of goods which are subject to our reservation of title ("reserved goods") for the creation of a new item is barred. The processed goods shall serve to their full value as security for the aforesaid claim.

Claims of Buyer arising from resale of the goods in the ordinary course of business are hereby already assigned to us in their full amount, together with all rights, regardless of whether our goods are resold without any further processing or after such processing and whether or not our reserved goods have been processed together with goods from other suppliers. In the latter case, we shall be deemed co-owner of the new item, with a share corresponding to the share of our goods in the newly created item. If Buyer's creditworthiness is endangered or if Buyer ceases making payments, etc., Buyer shall have a duty to clearly mark our reserved goods in such manner that they can be easily identified by anyone as our property.

Buyer has a duty to inform us fully of reserved goods of ours which are still in his possession and of claims arising from resale of our reserved goods. To protect our interests, we shall have the right to conduct inspections of or at Buyer's business. In any such case, we shall have the right to repossess the goods and take them back at Buyer's expense.

Buyer shall bear the risk for the delivered goods. He shall have a duty to preserve the goods with care and to insure them adequately against loss, theft, fire, etc. In the event of a claim, he hereby undertakes to assign the claim against the insurer to us in a first-ranking amount equivalent to the purchase price of the goods delivered by us subject to our reservation of title.

Goods which are subject to our reservation of title may not be pledged or assigned by way of security. Buyer shall inform us immediately of any interference with our rights by third parties in the form of attachment or other such like measures.

Buyer shall bear all costs of pre-litigation or in-court intervention.

V. Delivery

Delivery shall in all cases be for the account and risk of Buyer.

In the case of deliveries outside the territory of Germany, Buyer shall bear the risks of any violation of patent under the patent laws valid in his country.

VI. Physical defects

Defects must be notified in writing, with precise details of the alleged fault, without delay and on no account later than 8 days from arrival of the goods at the place of destination and prior to any further processing or resale of them. In the case of any intended further processing of the delivered goods, Buyer must first test them for their fitness for his purposes. In the case of any modification, processing or improper use, all liability for physical defects on our part will cease.

In the case of justified notices of defects, we shall first have the right to supply replacements.

VII. Liability

In cases where, under the provisions of law and in accordance with these Terms and Conditions, we have a duty to compensate for loss or damage which has been caused through ordinary negligence, our liability shall be limited. We may only be held liable for breach of material contractual duties, whereby our liability shall be limited to the amount of loss or damage typical for the type of contract concerned and foreseeable at the time of conclusion of the contract. This limitation shall not apply in the case of damage or injury to life, limb or health. Where the loss or damage is covered by insurance taken out by Buyer for the type of loss or damage in question (with the exception of fixed-sum insurance), we may only be held liable for any detriment resulting therefrom for Buyer, e.g. higher insurance premiums or interest expenses until settlement of the claim by the insurance.

Irrespective of fault on Seller's part, any liability to which we are subject on grounds of fraudulent concealment of defects, the provision of a guarantee or warranty, responsibility for the procurement risk or under the provisions of the German Product Liability Act shall remain unaffected.

Our liability for delay in delivery is finally and conclusively provided for by the provisions of Section III hereof.

All personal liability on the part of our legal representatives, vicarious agents and employees for loss or damage caused by them through ordinary negligence is barred.

VIII. Legal venue and place of performance

The place of performance is Büren.

For all present and future claims arising from the business relationship with registered traders, including claims on the strength of bills or cheques, the exclusive legal venue shall be Büren.

The legal venue shall also be Büren if Buyer has no general place of jurisdiction in Germany, or if after conclusion of the contract he moves his domicile or habitual residence out of Germany or if at the time of action being brought his domicile or habitual residence is not known.

Where we have claims against Buyer, we may also choose his domicile as the place of jurisdiction.