

Our General Terms and Conditions for Payment and Delivery printed in the following are valid for:

1. A natural person acting for the conclusion of the agreement in its capacity of its trade or self-employed professional activity (entrepreneur).
 2. Legal persons under public law or special property under public law. All supplies and performances are based on these Terms and Conditions as well as separate contractual provisions, if any. Deviating or contradicting purchasing conditions of the Buyer will not become part of the contract on account of the seller's acceptance of the order.
1. **Offer and Conclusion of Agreement**
 - 1.1 Our offers are submitted subject to change without notice as regards price, quantity, period of delivery and delivery opportunities.
 - 1.2 The Agreement becomes effective - in the absence of special agreements - with the order confirmation in writing on the part of the Supplier. Orally concluded provisions and ancillary agreements require to be made in writing in order to become effective.
 2. **Prices**
 - 2.1 The prices are understood to be valid ex Ingelfingen, excluding packing and other expenditures, plus Value Added Tax at the statutory level in effect at the respective time (on 01 January 2007 = 19% VAT). The amount of the packaging expenses equals 1% of the net value of the goods. Packing materials are not taken back. Pursuant to the legally permissible period, the sales prices, additions for the rate of inflation, if any, or price reductions valid on the day of delivery will become effective for all performances listed in the quotations or in the order confirmations. Blanket or call orders will be concluded, on principle, only for the maximum period of one (1) year. The Supplier is entitled to withdraw from the call order if the goods ordered with this call order have not been called off within this period. A recalculation will be carried out for the goods already accepted, based on the list prices of the Supplier. The Buyer is obliged to compensate the Supplier for its financial loss suffered on account of the cancellation of the order by the Supplier. The Supplier will be entitled to correct obvious errors and mistakes committed in quotations, order confirmations or invoices. The Customer will not be entitled to put in any legal claims on account of erroneously submitted statements that are in obvious contradiction to the usual sales documents submitted.
 - 2.2 The Supplier is entitled to subsequently adapt the agreed upon price(s) if the cost price serving as a basis for our calculation changes after the conclusion of the agreement.
 3. **Delivery**
 - 3.1 All deliveries are carried out at the expense of the Buyer; the risk will devolve upon the Customer when the object to be delivered has left our plant, that is also in case partial deliveries have been agreed or in case the Supplier has accepted also other performances, such as the delivery cost or the transportation to the site of the Customer or the erection. The Supplier is at liberty to choose the route for the transportation and the type of means of transport - in default of special agreement - without a warranty that the cheapest type of transportation has been selected. Insurance cover will be effected only on the express request and at the expense of the Buyer.
 - 3.2 Any stated periods for delivery will be adhered to, if possible, but they are stated without engagement. The Customer is not entitled to request any claim for damages of any nature in the case of a delay of delivery, unless the delay is a consequence of wilful or grossly negligent actions or non-performance of an activity on the part of the Supplier or an agent of the Supplier. A statutory founded right to claim rescission of the contract will remain unaffected. The adherence to the period of delivery is subject to the Supplier having been supplied itself correctly and in time. In all other respects, the time of delivery is regarded as having been adhered to if the object to be delivered has left the plant of the Supplier in time, or if the Supplier has announced its readiness to dispatch the object to be delivered. As far as an acceptance test has to be carried out, the date of acceptance is of decisive importance or, by an alternative method, the announcement of the readiness for the acceptance test. This latter provision does not apply in the case of a justified refusal of acceptance. Attention is expressly drawn to the Supplier's right to withhold deliveries pursuant to Para 4.5 on grounds of delay in payment by the Customer.
 - 3.3 Where despatch of goods is reliant upon prior Customer inspection or witness test, the Customer will be charged with any expenses caused by any delay of dispatch or of any acceptance test should the Customer not complete these inspections or tests by one week after being so advised the product is ready. In case of default in delivery, the Customer must set a reasonable period of grace in writing and following the expiration of such grace period the Customer shall be entitled to withdraw from the contract. Non-contractual or contractual claims, in particular claims for consequential loss or damage due to fault at conclusion of contract, default or non-performance are excluded except in the case of gross negligence or intent on our part.
 - 3.4 The shipping weights and dimensions are stated in the printed documents as accurately as possible, but they cannot be guaranteed. The Customer is not entitled to make any claims with regard to differences between the actual weight or the actual dimensions of the object supplied and the respective statements made in the printed matter.
 - 3.5 The weights and dimensions stated in the drawings of the Supplier are stated without engagement. The Supplier reserves the right to make alterations of the design. The Supplier retains its copyrights and the rights emanating from Article 7 of the Patent Law and of Article 1 of the Ornamental Design Law in drawings and appliances plus the respective documentation, quotations and preliminary cost estimates. These items are entrusted to the Customer in good faith only for personal use as a basis for the respective quotation of the Supplier, and these items are not permitted to be disclosed without express consent of the Supplier to any third parties, nor duplicated, not even in excerpts. Drawings and ancillary documentation must forthwith be returned to the Supplier in case the Customer has decided to refrain from placing an order. The Supplier accepts the warranty for its devices as against thirdparty protective rights only for the territory of the German Federal Republic.
 - 3.6 In case the Supplier is not supplied by its supplier(s) correctly or not in due time, when a congruent covering transaction has been concluded, or if the Supplier fails to succeed in procuring the goods to be processed in the case of a failed congruent covering transaction, or if the Supplier is unable to perform its contractual liabilities due to Acts of God, on account of equipment failure or plant or traffic interruption, strikes or blocking of autobahn or other motorways, the Supplier will be entitled to postpone the time of delivery corresponding to the period of the trouble plus an adequate period of starting-up again time, or to restrict the supply correspondingly or to withdraw completely or partly from the agreement. In this respect, the Customer will not be entitled to make any claims for damages. The Customer is entitled to withdraw from the agreement without stating a period of time for a termination, if it turns out that the Supplier is no longer in a position to effect performance prior to the passage of the risks involved. The Customer is, furthermore, entitled to withdraw from the agreement if in the case of an order placed by it the execution of a part of the supply becomes impossible and if the Customer has a justified interest in refusing the partial delivery. The Customer has, on the other hand, to pay the agreement price with regard to the partial delivery if this is not the case. The same applies when the Supplier is unable to deliver. The Customer will remain at least predominantly liable for the quid pro quo performance (consideration), if it becomes impossible for the Supplier to deliver, or if the Supplier becomes unable to deliver, in the course of default due to the fact that the Customer failed to accept the delivery of the goods.
 - 3.7 The Supplier is entitled to demand advance payment of the price of the product, or the Supplier is entitled to request the Customer to furnish securities or collateral according to the demands of the Supplier if justified doubts in the credit worthiness of the Customer arise subsequent to the confirmation of the order, for instance on account of negative information on the financial standing, bills protested, compulsory executions, etc., or if the Customer is in delay of payment towards the Supplier with accounts payable. The Supplier is entitled to cancel the order if the Customer fails to pay the amount demanded within an adequate period of time. The Supplier is also entitled to withdraw from the agreement if the Customer has failed to call off the object to be supplied in the quantity ordered by the lapse of the time limit for acceptance. Claims of the Supplier beyond that are hereby not affected.
 - 3.8 The Supplier is at any time entitled to make partial deliveries and partial performances.
 - 3.9 The abovementioned liability restrictions do not apply when a commercial firm deal has been agreed; the same will apply when the Customer is in a position to claim that - due to the delay in delivery caused by the Supplier - its interest in the completion of the performance of the agreement has ceased.
 - 3.10 The Supplier is entitled to demand compensation for the financial losses incurred by the Supplier if the Customer comes into delay of acceptance. The Supplier is entitled to withdraw from the agreement or demand damages if the Customer refuses acceptance of the goods after the extension of time has lapsed or if the Customer has already expressly stated to refuse acceptance of the goods. The Supplier can demand 20% of the purchase price without deductions as a compensation for default in acceptance. The Customer is entitled, in this connection, to prove that the Supplier has suffered no financial loss or a smaller financial loss than that stated as a lump sum loss by the Supplier. The risk of accidental deterioration and accidental destruction of the goods will devolve on the Customer with the default in acceptance becoming effective. Additional claims arising from a delay of delivery follow exclusively from Section 6 of these Terms and Conditions.
 4. **Payments**
 - 4.1 The payment must be effected in cash by remittance through a bank, giro transfer or postal remittance. The Customer is entitled to retain money owed or to effect deductions only - even if the Customer claims defects liability guaranties, warranty demands or counterclaims on its part - if these counter-claims have been confirmed legally effective or are uncontested. This does not apply to the right of retention on the part of the Customer arising from counter-claims from the same concrete contractual relation. The Supplier expressly reserves the right of acceptance of Bills of Exchange or checks. Bills of Exchange or checks are accepted in lieu of payment only and are regarded as payment of the Customer only after complete actual payment of these instruments. The Supplier accepts no warranty - when accepting Bills of Exchange or checks - for presenting them in due time or furnishing a protest.
 - 4.2 The employees active in the field of the Supplier are authorized to accept payments only if they can present an express power of attorney in writing of the Supplier for collecting money. The employees active in the field of the Supplier are not authorized to make out invoices, to exchange goods or to accept without instructions of the Supplier products to be returned.
 - 4.3 The Supplier is entitled to demand as from the relevant date interest of delay amounting to 8% above the respective basic rate of interest as lump sum financial loss arising from the delay of payment (lawful rate of interest) if the Customer is in delay of payment. The Supplier is at liberty to prove payment of a higher rate of interest than the legal rate in the individual case as a financial loss due to the default in payment.
 - 4.4 All invoices will become due for payment immediately - also those that have so far not yet become due for payment - if the Customer is in default in payment, if a Bill of Exchange or check is protested or in case of enforcement of judgment against the Customer.
 - 4.5 Should the Customer fall into delay with payment or should any bill of exchange or check be protested or any judgment against the Customer be enforced by a third party, the Supplier will be entitled to withhold further deliveries, even where delivery dates have already been promised for such deliveries, without this giving rise to claims for damages of any kind on the part of the Customer.
 - 4.6 Payments of the Customer will be credited towards the oldest outstanding invoices. Where any agreed cash discount is taken, it will only be recognized if at the time of receipt of payment by the Supplier no other invoices were already due for payment.
 5. **Reservation of property**

For entrepreneurs who are not fully qualified merchants:

 - 5.1 The Supplier reserves the right of property in the goods supplied pending complete payment by the Customer on the basis of the agreement.
 - 5.2 The Supplier is entitled to insure the object to be supplied at the expense of the Customer against theft, breakage, fire, water and other damage unless the Customer has furnished evidence that the respective insurance contracts have been concluded.
 - 5.3 The Customer is not permitted to sell, pledge or transfer ownership in the object supplied prior to complete payment. The Customer is obliged - in the case of pledging as well as attachment or other dispositions by third parties - to notify the Supplier without delay.
 - 5.4 The Supplier is entitled to take back the object supplied after the demand for payment in the case of behaviour on the part of the Customer in violation of the agreement - in particular in the case of default in payment, and the Customer is under the obligation to surrender possession of the goods concerned. The assertion of the reservation of property as well as the pledging of the goods supplied by the Supplier are not deemed to be a withdrawal from the agreement.
 - 5.5 The application for the institution of the insolvency proceedings will entitle the Supplier to withdraw from the agreement and to demand the immediate return of the object supplied.

For fully qualified merchants:

 - 5.6 We deliver exclusively under a comprehensive, prolonged and extended reservation of property with the statutory permissible processing and handling clauses. We would be pleased to send you a free copy of this reservation on request.
 6. **Warranty**
 - 6.1 The Supplier warrants for material defects and defects in title regarding the supply under the exclusion of additional claims - subject to Section 6.2 of these Terms and Conditions - as follows:
 - 6.1.1 Material Defects:
 - 6.1.1.1 All those components are to be reworked to rectify defects or to be supplied new without charge at the discretion of the Supplier that turn out to be defective as a consequence of circumstances occurred prior to the passage of risks. The Supplier must immediately be informed in writing about the finding of such defects. The replaced components become the property of the Supplier.
 - 6.1.1.2 The Customer must grant the Supplier all the required time and opportunity to carry out all rectifications and replacement supplies the Supplier regards as necessary, after having come to an understanding with the Supplier; failing this, the Supplier is released from its warranty for the resulting consequences. The Customer is entitled to repair the defect itself or have the defect repaired by a third party and to demand compensation of the necessary expenditures incurred only in urgent cases if the operation safety of the plant is jeopardized or in order to ward off disproportionately large damage - in which the Supplier must be informed immediately - or if the Supplier is in delay in repairing the defect.
 - 6.1.1.3 The Supplier will bear of the costs incurred through any rectification or replacement supply respectively - provided the claim proves to be justified - the expenses of the replaced component including shipping expenditures as well as adequate expenses for disassembly and assembly, furthermore - if this can be demanded in all fairness according to the circumstances of the individual case - the expenses of the provision of its mechanical engineers and laborers.
 - 6.1.1.4 The Customer is entitled in the framework of the statutory regulations to the right to claim rescission of the contract if the Supplier - under consideration of the legal exceptional circumstances - has failed to meet the adequate period of time granted to the Supplier for the rectification of defects or supply of replacement components due to a material defect. The Customer has the right for the reduction of the purchase price only if an insignificant defect is involved. In all other respects, the right to reduce the purchase price remains excluded.
 - 6.1.1.5 **No warranty is, in particular, accepted in the following cases:**
 - Unsuitable or improper utilization, faulty or incorrect assembly or putting into operation by the Customer or a third party respectively, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating material, agents and resources, defective construction work, unsuitable building ground, chemical, electro-chemical or electrical influences, unless the Supplier is responsible for these circumstances.
 - 6.1.1.6 The Supplier will - if the Customer or a third party carries out repair work for rectifying faults in an unsuitable or improper manner - have no liability for any resulting damage. The same applies to alterations of the object supplied, carried out without the prior consent of the Supplier.
 - 6.1.2 Defects in title
 - 6.1.2.1 The Supplier will, on principle, procure at its expense for the Customer - for the utilization of the object supplied - in the case of an infringement of industrial property rights or of copyrights in the domestic market, the right for the continued utilization of the object supplied or modify the object supplied in such a way that the infringement of industrial property rights will no longer prevail. The Supplier will take the object supplied back if this is not possible on economically adequate conditions or within an adequate period of time. The Supplier will refund the agreement price less an amount charged for the utilization as well as a reduction considering the actual condition of the object supplied.
 - 6.1.2.2 These obligations of the Supplier are - subject to the provisions in Section 6.2.2 for the case of an infringement of industrial property rights or of copyrights - final.
 - These obligations will exist only provided
 - the Customer informs the Supplier without delay of the infringement of industrial property rights or of copyrights claimed
 - the Customer assists the Supplier to an adequate extent regarding the claim made, or the Customer enables the Supplier to carry out the modification measures according to Section 6.1.2.1;
 - the Supplier remains in a position to carry out all warding off measures including out-of-court settlements;
 - the object supplied has not been manufactured or altered according to the instructions of the Customer;
 - the infringement of the rights has not been caused on account of the fact that the Customer has unauthorized altered the object supplied or utilized it in a manner that is not in compliance with the agreement.
 - 6.2 Liability
 - 6.2.1 The provisions of the Sections 6.1 and 6.2 apply analogous if - due to the fault of the Supplier - the object supplied cannot be utilized on account of the omission or faulty execution of suggestions and consultations made prior to or subsequent to the conclusion of the agreement or due to the infringement of other contractual ancillary obligations - in particular of instructions for the operation and maintenance of the object supplied.
 - 6.2.2 The Supplier will be liable for damage that has not been caused at the object supplied proper - no matter what legal reasons are involved - only
 - in the case of wilful intent,
 - in the case of gross negligence of the owner/of the corporate agents or executives,
 - in the case of culpable injuries of life, body and health,
 - in the case of defaults that the Supplier has maliciously withheld from the knowledge of the Customer, acting with the intent to deceive, or the non-existence of which the Supplier has guaranteed,
 - in the case of defaults of the object supplied, as far as the liability applies to privately utilized objects pursuant to the Product Liability Act for persons or damage to property,
 - The Supplier will be liable in the case of culpable infringement of essential contractual liabilities also for gross negligence of non-executive employees or - in the case of minor negligence - however limited to the scope of typical damage in the framework of the agreement and to the extent that can reasonably be expected to happen.
 - Any further claims are excluded.
 - 6.2.3 Compensation will not be paid for consequential damage, irrespective of its nature.
 7. **Statutory limitation**

All claims of the Customer - no matter for what legal reasons - come under the statute of limitations after twelve (12) months. For wilfully and knowingly or maliciously withholding of information as well as for claims pursuant to the Product Liability Act, the statutory time limits will apply. They also apply to defaults of a building or to objects supplied, which were utilized according to their usual purposes for a building and the defects of which they have caused.
 8. **Place of performance, place of venue and governing law**
 - 8.1 Place of performance is Ingelfingen, place of venue for all disputes arising from the agreement is Künzelsau.
 - 8.2 For all legal relations between the Supplier and the Customer, the applicable laws of the Federal Republic of Germany will govern exclusively the legal relations between domestic parties.
 9. **Partial invalidity**

The invalidity, if any, of individual provisions of these General Terms and Conditions will not affect the validity of the other provisions of these General Terms and Conditions.