

## General Terms and Conditions

### § 1 Validity of Terms and Conditions

1. The deliveries, services and offers of the seller are subject exclusively to these Terms and Conditions. They also apply to all future business relations even if these are not expressly agreed to again. These conditions shall be deemed to have been accepted on receipt of the goods or services at the latest. Counter-offers by the buyer based on its own terms and conditions are hereby rejected
2. Deviations from the contractual conditions as well as any amendments and supplements to this contract must be in written form. The simple electronic form (§ 127 | | | BGB) does not replace the written form. In this respect, the qualified electronic form (§126 a of the BGB) is required.

### § 2 Offer and contract conclusion

1. The Seller's offers are subject to change and are non-binding. Declarations of acceptance and all orders must be in writing or be communicated by telex from the seller to be deemed legally valid. The same shall apply to supplements, amendments or additional agreements.
2. Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing.

### § 3 Prices

The prices of the offers and price lists of the seller are in EUROS, excluding VAT and freight costs from the factory in Tuttlingen. The prices valid on the day of delivery will be invoiced.

### § 4 Delivery and performance period

1. The dates and deadlines set by the Seller are non-binding, unless expressly agreed otherwise in writing.
2. Delays in delivery and performance due to force majeure or due to events that complicate the delivery or make it impossible for the seller – also including subsequent difficulties in procuring material, equipment failure, strikes, lockouts, shortage of personnel, lack of transportation, and government regulations, etc. – permit postponement of performance for the period of obstruction plus a reasonable lead time, or withdrawal in whole or in part from the unfulfilled portion of the contract.
3. If the obstruction or impediment lasts longer than three months, the Buyer is entitled, following a reasonable grace period, to withdraw from the unfulfilled portion of the contract.
4. If the Seller fails to comply with agreed deadlines and dates or is in default, the Buyer is entitled to compensation for delay of an amount of 0.5 percent of the delayed deliveries and services. Further claims are excluded unless the delay is due at least to gross negligence by the Seller.
5. The Seller is entitled to make partial deliveries and partial performances at any time, unless the partial delivery or partial performance is not in the interest of the Buyer.
6. The Buyer must fulfil its obligations punctually and correctly before the Seller can be expected to fulfil its own delivery and performance obligations.

### **§5 Custom manufactures**

The calculation for custom manufactures is based on manufacturing costs. Specially made items may not be returned to the Seller. Custom-manufacturing orders may be cancelled only with the express written consent of the Seller.

The Seller is not obligated to verify existing property rights pertaining to any samples, drawings or other documents submitted for custom-manufacturing purposes. All responsibility for such verification lies solely with the Buyer.

If any losses are incurred by the custom-manufactures of the Seller on behalf of the Buyer that breach the trademark rights of third parties, the Seller may demand compensation from the Buyer for the damages incurred.

### **§ 6 Shipping / Transfer of risk**

The risk shall pass to the Buyer once the shipment is handed over to the person carrying out the transport or has left the warehouse of the Seller for shipment.

If the shipment becomes impossible through no fault of the Seller, the risk passes on notification of readiness for shipment.

The Seller is entitled to insure the shipment against breakage, transport and fire damages at the expense of the Buyer, unless the Buyer explicitly rejects this insurance.

### **§7 Warranty**

1. The Seller warrants that the products are free from manufacturing and material defects. The warranty period is 12 months.
2. The warranty period begins with the transfer of risk.
3. The Buyer is responsible for checking the goods received and, on discovery of any defects, for notifying the Seller immediately in writing within one week of receipt of the merchandise at the latest.
4. If the Buyer serves notification that the products do not comply with the warranty given, the Seller may choose to request that
  - a) the defective part be sent in for repair and then returned to the Buyer;
  - b) the Buyer hold the defective part and a service technician of the Seller be sent to the Buyer to effect the repair.
5. In the event that repair is not possible within an acceptable period, the Buyer may request either that the purchase price be reduced or the contract be cancelled.
6. Liability for normal wear and tear is excluded.
7. Warranty claims against the Seller are applicable only to the immediate Buyer and are not transferable.
8. Warranty claims for used goods are excluded.

### **§8 Retention of title**

1. The Seller shall retain title to the delivered goods until full payment of the purchase price and the fulfilment of other requirements deriving from the existing business relationship with the buyer.
2. The retained property may not be pledged, assigned by way of security, or otherwise encumbered with third-party rights. The buyer is entitled to resell or associate the merchandise with other tangible property only in the regular course of its business. The buyer shall ensure that the right of retention of the Seller remains in effect to the extent possible and hereby assigns to the Seller in full the purchase

money claims of his customers on the processed - if need be - merchandise. The Seller hereby accepts the assignment. The Buyer shall name the acceptor on request.

3. On the request of the Buyer, the Seller shall release the security interests so long as the collateral value exceeds the secured claims by more than 20 percent and the security interest is divisible.

### **§9 Payment**

1. If not otherwise agreed, the invoices of the Seller are payable in full 30 days after presentation. Repair bills are payable immediately and without deductions.

2. The Seller is entitled, despite any contrary provisions of the Buyer, initially to offset payments against previous debts. If costs and interest payments have accrued, the Seller is entitled to apply payments first against the costs, then against the interest and finally against the main service rendered.

3. A payment shall be deemed to have been made if the Seller can dispose of the amount. For cheques, the payment shall be deemed to have been made only when the cheque is cashed.

4. If the Buyer defaults, the Seller is entitled to charge interest from the respective date at the level calculated by the commercial banks for open current account credits (overdrafts), plus VAT, but, in any case, interest at 8 percent above the base interest rate in accordance with § 288 | | of the BGB. The rates may be set lower if the buyer can prove lesser damages arising from his default.

### **§10 Advance payment and security deposit**

If after the conclusion of the contract there occurs a substantial deterioration in the financial circumstances of the Buyer or reasonable doubts arise about the Buyer's willingness to pay, the Seller is entitled to demand, at his discretion, either advance payments on his deliveries or a security bond.

### **§11 Limitation of liability**

Claims for damages against the Seller and against his subcontractors or vicarious agents, insofar as these claims go beyond the terms as set out in § 4, are also excluded, unless wilful misconduct or gross negligence be proven.

### **§ 12 Taking delivery**

If the Buyer is in default in accepting delivery, the Seller is entitled to claim compensation for any damages that may arise; with admission of default in accepting delivery, the risk of accidental deterioration or accidental loss shall pass to the Buyer.

If the default in acceptance is for more than one month after the notification of readiness to ship, the Seller may charge storage fees of one percent of the amount invoiced for each month.

### **§ 13 Return of goods**

No goods may be returned without the prior written permission of the Seller. The invoiced value will be credited less handling charges of least 40 percent and any refurbishing costs that may be incurred. The return must be made free of charge to the Seller.

Custom manufactures, refurbishments into different articles, discontinued models, as well as articles not listed in the sales documents of the Seller are excluded from any return.

### **§ 14 Data storage**

The Buyer agrees that its data relevant to the fulfilment of the contract shall be stored by the seller.

### **§ 15 Applicable Law, Jurisdiction, Partial nullity**

1. These Terms and Conditions and all legal relations between Seller and Buyer are governed by the laws of the Federal Republic of Germany.

2. Insofar as it is permitted by law, Tuttlingen shall be the exclusive venue for all disputes arising directly or indirectly from the contractual relationship.

3. The provisions of the UN Convention on the International Sale of Goods shall not apply.

4. Should a provision in these Terms and Conditions or any provision in any other agreements be or become invalid, the validity of all other provisions or agreements shall remain unaffected.

### **Privacy policy in compliance with EC Regulation No. 45/2001**

#### **Use and disclosure of personal data**

The personal data collected within the framework of our cooperation will be used, without your consent, only to fulfil the contract and handle your requests.

Your personal data will be used to deliver advertising tailored to you personally only with your explicit consent.

Your data shall not be transferred to other third parties unless we are required by law to disclose it to government agencies.

You may of course revoke your consent at any time with future effect.

#### **External links**

To help provide you with the best information sources, our website contains links to other sites. We neither assume responsibility for the content of these websites nor adopt these websites' contents, as we do not control the linked information and are not responsible for the contents and information posted there.