



# GENERAL TERMS AND CONDITIONS OF CONTRACT

## 1. Deviating Conditions

All goods are sold and delivered in compliance with the terms stipulated herein. If no applicable terms are defined herein, the legislation applies. We do not accept any deviating purchase and order conditions from the side of Buyer.

## 2. Transition of Risk

We fulfill our obligations at the place of manufacture in Kempen. Risk of loss and damages pass to Buyer when the goods leave Seller's works in Kempen. For orders to be shipped abroad, Seller's price does not include (all shipments are ex works) transportation and packaging costs. Express delivery or special packaging will be charged separately.

## 3. Packaging

Buyer may return packaging material at his own cost. Seller reserves the right to charge recycling or disposal costs for soiled packaging material. We reject any reimbursement of costs for disposal incurred by Buyer.

## 4. Delays

Delivery time begins after all technical details of the contract have been agreed upon. If Buyer requests technical modifications after receipt of our order confirmations, the delivery period is extended adequately. If there is any delay in delivery, Buyer can grant us a reasonable extension, explicitly stating that he will refuse acceptance after this period has expired. If Seller has not delivered by that date, Buyer may withdraw from the contract. Should the delay in delivery cause any damage to Buyer, Seller's liability is limited to ½ % of the invoice value of the delayed goods per week of the delay, however, not exceeding 5 % of the order value. This limited liability does not apply in the case of gross negligence or intentional conduct on the side of Seller.

Acts of God, industrial action and other causes beyond Seller's control suspend Seller's delivery obligations. Seller will inform Buyer of the beginning and end of such circumstances as early as possible.

## 5. Payment

Payment is due net 30 days after date of invoice. Checks are only accepted if final payment is received. All debiting cost will be charged to Buyer. In case Buyer defaults on his payments, especially if he does not cash checks, or if there are any adverse changes to the financial circumstances of Buyer – especially when Buyer files bankruptcy or voluntary bankruptcy, Seller is entitled to withhold deliveries until Buyer has either furnished securities or made payments in advance. Buyer is not entitled to withhold or offset any payments, unless explicitly accepted in writing by Seller or resolved by non-appealable verdict.

## 6. Reservation of Proprietary Rights

Seller retains title to all goods delivered until all of Seller's present and future claims against Buyer have been settled. If Buyer processes or assembles our goods with other goods, Seller has joint ownership rights in the goods which have been processed or assembled using our goods in proportion of the value of our goods and the sales value of the processed or assembled goods. Buyer is authorized to resell our goods only in the ordinary course of business. Buyer hereby assigns to Seller all of Buyer's claims in respect to our goods arising out of resale or any other legal grounds. In the case of jointly-owned goods, this assignment applies to that part of Buyer's claims which corresponds to Seller's proportionate interest as described above. Buyer has the right to collect the assigned claims only in the ordinary course of business and subject to revocation by Buyer at any time. The authorization of Buyer to use, process or assemble the goods as well as to collect the transferred claims ceases when payment conditions are violated by Buyer, when adverse changes to the financial circumstances of Buyer occur, or when bankruptcy proceedings have been filed against Buyer. In such cases, Seller is entitled to take possession of the goods without granting additional time or withdrawal. If the value of any security given to Seller exceeds the total amount of Seller's claims by more than 20 %, Seller is entitled to take possession of the goods without granting additional time or withdrawal.

Seller is obliged to return the excess portion of the security upon Buyer's request.

### 7. Intellectual Property Rights

The intellectual property rights in our offers, technical drawings, product information as well as the patent rights in our products shall remain our property whatever the case may be. Without our express consent, it is not allowed to copy them in whatever manner or to disclose them to third parties. The orderer is only entitled to use these internally within the limits of the contract.

### 8. Minimum Order Value

The minimum order value is 250.00 € net per single order. Orders that remain under this minimum value will be round up to 250.00 €. Required material and testing certificates acc. to DIN EN 10204 have to be placed by purchase order. These certificates are always at extra charge.

### 9. Warranty

The Warranty for material defects is two years from the date of delivery. Seller may decide whether to correct the material defect or provide a defect-free replacement, provided the cause of the material defect already existed at the time of the transfer of risk. If Seller decides to correct the defect (repair), Buyer must grant appropriate time for repair after prior consultation with us. If Seller is unable to repair the goods, Buyer may – regardless of any claims for compensation – choose to withdraw from the contract, reduce the purchase price, or demand compensation for this expenditure. This does not apply if longer times for repair are prescribed by law. Buyer must notify Seller of material defects within two weeks after delivery; hidden defects must be notified within two weeks upon finding. Notifications must be drafted in writing and sent within the prescribed period of time. Otherwise, material defects are exempt from warranty. Buyer carries full burden of proof for any claims, especially for the defect itself, for the time of defect recognition, and the timely notification of defects. If the notification of defects is unjustified, Seller is entitled to claim compensation from Buyer for his expenses. Warranty does not apply in case of insignificant deviations from the agreed properties, insignificant restrictions to usability as well as damages caused by wear and tear. Moreover, those damages are excluded which were caused after the transfer of risk due to faulty or negligent treatment, excess strains, unsuitable equipment, unauthorized repairs, or by special external influences not specified in the contract. If Buyer or

third persons perform improper changes or repairs, these and the consequences arising from them are exempt from warranty. Claims by Buyer concerning expenses due to repairs, especially costs for transportation, mileage, labor and materials, are rejected if the higher expenses were caused by a later change in the destination of delivery.

Claims for compensation are dealt with in clause 10. Seller rejects any additional or other claims by Buyer against us or our vicarious agents due to material defects than those stipulated in clause 9.

### 10. Liability

Damage claims and claims for the refund of expenses raised by the orderer – for whatever legal reason, in particular for a violation of duties from the obligation and for tortuous act, shall be excluded.

This does not apply, if there is a compulsory liability, e.g. pursuant of the Product Liability Act, in case of intention, gross negligence, injury of life, body or health, or violation of significant contractual duties. However, the damage claim for the violation of significant contractual duties shall be limited to the foreseeable damage typical for such contract. The replacement of pecuniary losses, lost profit and the costs of interruption of operations are excluded.

Damages caused by improper handling or measures contrary to the contract, e.g. related to transport, setup, connections, operation or storage, do not constitute grounds for any claims against us. The impropriety of contrariness to the contract is defined in particular according to the details given in our data sheets as well as in our installation and operation manuals.

### 11. Data Protection

We point to the fact that the customer data collected in connection with the fulfillment of the contract are processed in accordance with the legal privacy regulations. The data are used for the intended purpose only and are not made available to unauthorized third parties. However, for rendering the service in accordance with the purpose, we reserve the right to have data processed by other partner companies, who have been carefully selected and given an assignment to Art. 11 BDSG.

### 12. Partial Validity

The legal invalidity of individual provisions of the contract shall not affect the validity of the remaining provisions.



**13. Place of Jurisdiction and Applicable Law**

Place of jurisdiction is Kempen/Niederrhein, Germany. We reserve the right to bring a suit against Buyer wherever Buyer is subject to jurisdiction. All rights and obligations are exclusively governed by the legislation in force in the Federal Republic of Germany.

Valid from 1 January 2017