

SALES TERMS

German Law Applies to Contractual Relations

1. Offer and Closure

These terms apply to all offers and agreements, especially all future agreements. Our conditions, which are sent with the order confirmation, are deemed agreed upon when the delivered goods are accepted without objection.

We do not recognize any contrary conditions even if we do not explicitly object to them. Contrary conditions are only recognized when they are accepted in written form for the appropriate contract.

Our offers are subject to change. We only accept an order with our written confirmation in the form of an order confirmation. Divergent thereof, we reserve the right to deliver small orders up to €250.00 immediately after receiving the order documents without previously sending out an order confirmation.

The information, drawings, diagrams, technical data, weight and other descriptions included in our brochures, catalogs, newsletters, etc. are subject to change unless otherwise agreed upon in written form in the order confirmation.

We reserve the right to change deliveries or performance within reason. Supplementary agreements or variations to the agreements made require a written confirmation.

2. Prices

All of our prices are in EURO and ex works plus freight and sales tax/VAT unless otherwise agreed upon in written form. Our prices are based upon current calculation factors. In the case that changes occur where there is an increase in cost prices, e.g. wages, materials and/or energy, etc., we are authorized to increase our prices to a reasonable extent. Prices on the day of the order apply unless we agree upon a fixed price in written form. All invoices are payable in full without discounts unless otherwise agreed upon. The purchaser can only accumulate outstanding payments that are undisputed or legally demanding. The purchaser does not have a right of retention. If the purchaser does not fulfill his/her payment requirements or circumstances become known that question their credit standing, then all outstanding payments are due immediately.

3. Time of Delivery

The delivery times and periods confirmed by us are stated according to our best judgment. They are however approximate unless otherwise stated in written form to be binding. In the case that delivery is delayed the purchaser must set an appropriate grace period in written form. The delivery period itself begins with the postmark date of the order confirmation. The delivery period does not begin before all details are clear.

The delivery period extends itself accordingly, even in cases of delayed delivery, in cases of unforeseen events that we could not prevent with reasonable carefulness. It is all the same if the unforeseen events affect us or our suppliers, e.g. labor disputes, operational disturbances, transport hindrances, lack of raw materials, official measures, we shall be entitled to withdraw in whole or in part from the contract or at our discretion to postpone completion of the service by the length of time the hindrance lasts. The same goes for the purchaser. The purchaser's right to withdraw remains untouched by this agreement. If it becomes evident after conclusion of the contract that our claims towards the customer are jeopardized by the customer's inadequate ability to pay, we shall be entitled to agree to perform outstanding services only against advance payment or provision of security and to withdraw from the contract.

4. Partial Delivery

We are authorized to complete partial deliveries within reason. Over and under deliveries within 10% of the agreed amount are allowed.

5. Liability, Transfer and Delivery

Liability transfers to the purchaser as soon as the ordered delivery leaves our warehouse or when the purchaser is notified of the delivery readiness. The liability of the accidental loss or accidental deterioration is not affected by who carries the freight/delivery costs. This also applies when the delivery is to be delivered to a location other than the purchaser's headquarters. We will select the method of transportation to the best of our knowledge without guarantee of the least expensive, unless the purchaser states other delivery requirements.

6. Retention of Title

All goods supplied remain our property until all outstanding payments are received. In the case of purchaser's behavior that is contrary to this contract, especially payment default, we are authorized to collect the goods. A collection of the goods is not a withdrawal from the contract unless we specifically state this in written form. In cases of garnishment we always withdraw from the contract. We are also authorized to sell the goods. The proceeds of the sale are to be credited to the purchaser's account less an appropriate sales fee. The purchaser is required to handle the goods carefully and must insure the goods against fire, water and theft damages sufficiently for the replacement value, at their own cost. If maintenance or inspection work is required then the purchaser must complete this work at their own cost and in a timely manner. The purchaser is authorized to sell or make further use of the goods unless they default on their payment. In any case the purchaser is now responsible for surrendering all total outstanding payments including sales tax that he receives by selling the goods to a third party regardless of whether the goods have been processed or not. We accept claim surrenders individually and separately. The purchaser remains responsible for collections also after surrender. Our authorization to collect the claim ourselves remains unaffected. We do, however, obligate ourselves not to collect the claim if the purchaser fulfills their payment obligations, does not default on a payment and does not file for bankruptcy or suspend payment. In these cases the purchaser's direct debit authorization automatically expires. We can also require the purchaser to notify us of all needed information and documents about any surrendered claims and the appropriate debtor (third parties). Processing and alterations of the goods is carried out by the purchaser for us. If the goods are processed with other objects that do not belong to us then we receive joint-ownership for the new product in relation to the value of the product (invoice total plus sales tax) to the other objects in processing. The same goes for the product resulting from the processing as for goods delivered under reserve. The purchaser holds the incurred sole or joint proprietorship for us. The purchaser surrenders the security requirements for our claims against then which are accrued by the connection between goods and a property against third parties. We also accept these claim surrenders. Insofar as the existing securities exceed the secured claims by more than 20 % in total, we are obliged to declare on demand of the customer insofar the release of securities at our option.

7. Claims, Warranty, Liability and Statute of Limitations

We are liable for claims for damaged goods, which also includes the lack of promised characteristics, as follows:

We must be informed of all other damages within one week in written, detailed form with information about the type of damage and the magnitude. The date of receipt is decisive for the adherence to the notice period. In cases of damages, the processing or further processing of the goods is to be stopped immediately.

The purchaser is to immediately inform us of damages, convince us of the damages and, if requested, provide us with access to the damaged goods or to send us a sample of the damaged goods. If this is not fulfilled then the damages claims are inapplicable.

In cases of legitimate claims we are only required to a replacement delivery or, at our choice, to refund the purchasing price, or to rectify the damages. If we do not fulfill these requirements then the purchaser can withdraw from the contract of demand a cost reduction. Damages claims are excluded except for cases of ensured characteristics not being fulfilled.

We are not liable for damages that result from further processing unless we or our legal representative caused the damages deliberately or gross negligently. Damages claims are time-barred to 6 months after passing of risk, all other claims after one year at the latest unless government time periods are shorter.

Our liability is determined only by these business terms. All claims that are not provided by in these terms, even damages claims for whatever reason, if legally allowed, are excluded unless they are based on a gross negligent breach of contract by us or our legal representatives or vicarious agents.

8. Court of Jurisdiction, Place of Fulfillment

The court of jurisdiction, if the purchaser is a registered merchant, their only business location is abroad or moved abroad after closing the contract or is not locatable at the time of the commencement of action, then the place of fulfillment and court of jurisdiction for all disputes resulting from the contractual relationship is Unna, Germany. This shall also apply to actions filed under the summary proceedings based on bills of exchange, promissory notes and checks.

9. Translation

This is a translation of the original German text. In case of disputes only the German original text is valid.