

# Sales Terms



All supplies and services are provided exclusively on the basis of our below mentioned sales terms.

Our sales terms become integral part of the contract through our order confirmation.

## Quotations and Order Acceptance

1. The contents and scope of the contract are exclusively determined by our written order confirmation. Additional agreements and changes require our written approval.
2. Our offers are binding for a period of 4 weeks from the date of issue. Beyond that our prices are subject to change. Our quotations are free of charge. Required design work is only free of charge, if the contract becomes legally effective.
3. Our machines comply with the safety regulations of the accident prevention regulations (UVV) and are supplied with the corresponding safety devices only. The § 3 Par.2 of the machine protection law is valid for specially designed models, as far as they concern the UVV.

## Prices and Terms of Payment

4. Unless otherwise agreed the prices are without packing and ex works warehouse Velbert-Langenberg. Packing is charged at cost price and will not be taken back. Our invoices are payable within 14 days less 2% trade discount or 30 days net after invoice date. Other agreements require our written approval. If our prices or our terms of payment are generally altered between the date of contract and dispatch, we may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, the buyer is entitled to withdraw from the contract by giving notice to us within 14 days after notification of the price increase.

## Delivery Period

5. The delivery period begins with the dispatch of the order confirmation, but not before the clarification of all questions concerning the delivery. Thereby only the delivery period mentioned in our order confirmation is binding for us. The delivery period extends appropriately in case of unexpected drawbacks beyond our will, no matter if they occur in our factory or at our sub-supplier- e.g. breakdowns, rejections, delay in supply of important resources and material, labour disputes, strike and lockout. Contractual penalties as

well as claiming of an additional delay compensation are explicitly excluded.

## Shipment

6. The shipment is at the receiver's account and risk. With regard to the granted guarantee items of paragraph 7 of these terms of delivery and payment, losses and damages – if visible externally – have to be saved by facts report and approved by a corresponding remark on the bill of lading before acceptance at the railway. Corresponding postal items have to be submitted instantly to the delivering post office. The same is applicable analogously for shipments by forwarding agencies. In case of hidden damages the railway or forwarding agency has to be notified in writing instantly, but within 7 days at the latest. Corresponding action has to be initiated for postal items within 24 hours.

## Liability

7. We warrant the application of appropriate basic material and accurate execution with regard to machines and the assembly executed by us for the legal period. For electric parts the "General terms of delivery for products and services of the electrical industry" are valid only. We are liable for the responsibility of spare delivery or rectification of defects. Further claims of the buyer, specially the claim of defects, which are not originated at the delivery item itself, are excluded. The liability does not refer to natural wear and tear because of careless or inappropriate use, extensive operational demand or the use of inappropriate fuel, grease or machinery materials. Vanes, which have naturally an extremely high wear and tear, are excluded from warranty. No guarantee or warranty shall be provided by us for changes or repair work executed by the customer or a third party. The time limit for liability is only extended for the duration of a service break which is required for the rectification of defects or the delivery of spare parts.

## Retention of title

8. The goods shall remain our property until the purchase price has been paid in full. If we have bank drafts, the passage of title takes place when all bank drafts are paid in.

Partial deliveries are classified as a connected deal.

For ongoing invoices the reserved property is subject to the covering of outstanding money balances. Machining or treatment of the goods being subject to retention of title is always executed by our order, without any liability for us.

The buyer has the right to sell the product in its particular condition to the remaining business connexions. Already now he assigns to us all his claims against his buyers with ancillary rights until the total repayment of our outstanding money.

On our request the buyer is obliged to announce the assignment to his buyers and to give us the information and the documents we need to claim our rights. If our securities exceed our receivables by more than 20 % - carefully estimated -, we are obliged to release security objects in a corresponding scope according to our choice upon the buyers request.

The buyer doesn't have the permission of pledging our retentions of title as collateral or of cession by security. He is obliged to inform us instantly about every impending or executed garnishment of our rights and to advise executory officers or other interfering third parties of our title.

The buyer is liable for the losses originated by neglect. He has to reimburse us for the costs for interventions and other measures for avoidance respectively for abrogation, of the enforcement.

The buyer must insure the goods sufficiently against fire and water damage, as well as against burglary, at his charge until the passage of title.

## Fulfilment and Jurisdiction

9. The place of fulfilment for deliveries and payments is Velbert.
10. The court of jurisdiction is the district court Velbert – as well for draft and cheque issues.
11. If one of these sales terms is not legally effective, it has to be interpreted logically. In this case the effectiveness of the other sales terms should be unaffected.