

**For use against:**

1. a person who when concluding the contract in their commercial or independent professional activity (entrepreneurs);
2. legal entity under public law or a public special asset.

**I. General**

1. The sale of the Supplier shall apply exclusively; conflicting or
2. deviating from the terms and conditions of the Supplier Terms and conditions of the customer are not accepted by the supplier, unless he has expressly agreed in writing. The general terms and conditions of the supplier or deviate from its general terms and conditions and conditions of the Purchaser shall also apply if it preclude inform the delivery without reservation.
3. All agreements made between the supplier and the customer concerning the execution of this contract are stipulated in writing in this contract.
4. The general terms and conditions of the supplier apply to all future transactions with the customer.

**II. Offer**

The documents belonging to the offer such as illustrations, drawings, weights and measurements, are only approximations unless they are expressly designated as binding. Documents to cost estimates, drawings and other com- The Supplier reserves ownership and copyright. They may not be made accessible to third parties.

**III. Scope of Delivery**

1. The written order confirmation of the Supplier is decisive for the content of the contract and scope of performance.
2. Verbal collateral agreements do not exist.
3. Additional agreements and amendments to the contract require the written confirmation of the supplier.

**IV. Prices and Payment**

1. Unless the order confirmation does not state otherwise, the prices of the supplier are in EURO and are ex works including loading in the works, but excluding packaging, freight, transfer, insurance, customs duties and the applicable taxes.
2. For partial deliveries, partial invoices are permissible.
3. The supplier reserves the right to its prices after 4 months to increase accordingly since conclusion of the contract, if increases after the contract cost increases, in particular due to collective agreements or material price, enter. This will prove to the purchaser on request of the supplier.
4. Unless otherwise stated in the order confirmation, the purchase price is payable immediately without any deductions. Deduction of discount requires a special written agreement.
5. Unless some differing payment terms have been agreed, the purchaser shall delay after a reminder or 14 days after the invoice date. Interest shall be calculated at 8% above the base rate. The assertion of further damage is not excluded.
6. A lien may be based only on based from the same legal relationship claims by the customer that have been acknowledged by the supplier or legally established.
7. Offsetting is permitted only with recognized or legally established claims by the supplier.

**V. Delivery Time**

1. The delivery period begins with the dispatch of the order confirmation, but not before the provision to be provided by the Purchaser, permits, approvals and receipt of an agreed deposit.
2. The delivery deadline is met if has left the factory by its expiry the delivery item or the shipment has been notified and the dispatch, if this is for the supplier to take place immediately.
3. The delivery period is extended appropriately in the context of labor disputes, especially strikes and lockouts as well as the occurrence of significant, unforeseen obstacles which are outside the control of the supplier, in so far as such obstacles are proven on the completion or delivery of the delivery item of considerable influence. This also applies if such circumstances affect subcontractors.
4. The labor disputes, especially strikes and lockouts as well as the occurrence of significant, unforeseen obstacles which are outside the control of the supplier, insofar as such obstacles can be proven to the completion or delivery of the delivery item of considerable influence, also not attributable to the supplier, if they occur during an already existing delay. § 287 sentence 2 BGB is waived. Beginning and end of such obstacles immediately notify the customer in important cases the supplier.
5. If the customer suffers damage due to a delay in delivery that can be attributed to a fault of the supplier, he may, demanding the exclusion of further claims, compensation for delay. It amounts for each full week of delay of 0.5%, the maximum penalty is 5% of the value of that part of the total delivery which can be due to the delay on time or according to contract VIII. Used. This limitation shall not apply in cases of intent or gross 8.1. Negligence of bodies or executives of the Supplier or if compliance with the delivery time, for once, represents a so-called essential contractual obligation. This limitation of liability also does not apply for damages resulting from culpable injury to life, limb and / or health.
7. If the shipment is delayed at the request of the customer, be it starting one month after notice of readiness for shipment, the costs incurred for storage, at least 0.5% of the invoice amount for each month if stored in the supplier's works, unless the Customer proves that the damage is not created or significantly lower.
8. The supplier is, however, entitled to otherwise after setting and fruitless expiry of a reasonable period the delivery item and to supply the customer with a reasonably extended period.
9. The running of the delivery period will be suspended as long as the customer's contractual obligations - is one to which, among other things, the timely provision of sample material (eg packaging material and contents.) - Not completely satisfied.

**VI. Transfer of Risk and Acceptance**

1. The risk shall pass with the provision of the delivery items on the ramp of the supplier to the buyer. Transfer of risk with deployment of the delivery items on the ramp of the supplier shall also be deemed agreed if partial deliveries are made or the supplier has other benefits, such as installation and commissioning yet been adopted.
2. If shipment is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass from the day of readiness for dispatch to the Purchaser; however, the supplier is obliged to the request and expense of the customer the insurance demanded by these. Delivered objects which have only minor defects are, without prejudice to his rights under section VIII of his or any statutory claims by the Buyer. Partial deliveries are allowed.

**VII. Retention of title**

1. The supplier reserves the title to the delivery item until all payments from the business relationship with the purchaser. In breach of contract, in particular default in payment, the supplier is entitled to take back the delivery item. The return or enforcement of retention of title does not require termination by the Supplier. These acts or attachment of the delivery item by the supplier is not a withdrawal from the contract, unless the Supplier has expressly declared in writing. The supplier is entitled to dispose of the delivery item for recycling purposes. The proceeds to the customer's liabilities - less reasonable costs - shall be credited.
2. Are retention of title in a foreign country, if the law of the application arrives, not effective, the Purchaser is obliged in all measures with zuwirken, especially to give any declaration required from its side to the supplier with securities that have a retention of title equivalent.
3. The purchaser is obliged to treat the delivery item with care and to insure them at the Supplier's request for a period of retention of title sufficiently protected against damage. Claims against the insurance, the ordering party already now to the supplier.
4. If third parties seizure or other interventions of the customer shall immediately notify the supplier in writing so that the supplier may bring an action pursuant to § 771 ZPO. If the third party is not capable of the supplier to reimburse the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the purchaser liable for the loss incurred by the supplier.
5. The purchaser is entitled to resell the delivery item in the ordinary course of business; however, he assigns to the supplier all claims amounting to the final invoice amount (including sales tax), which accrue from resale to his customers or third parties, regardless of whether the delivery item has been resold without or after processing. To collect these receivables the purchaser shall remain entitled even after the transfer; the authority of the supplier to collect the claim itself remains unaffected. However, the supplier undertakes not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in arrears and in particular no application for opening of insolvency is made or verzahrend payments. Eliminates the obligation to non-recovery, the supplier may require that the Purchaser to the Supplier of the assigned claims and their debtors, all necessary to collect union, hand over the relevant documents and inform the debtors of the assignment.
6. The processing or transformation of the delivery item by the customer shall always be performed for the supplier. If the delivery item with other items not belonging to the supplier process, the supplier shall acquire co-ownership of the new item in proportion to the value of the delivered goods to the other processed items at the time of processing. Conditions apply to the object created by the processing, the same as for the object delivered under reservation.
7. If the delivered item does not belong inseparably mixed or combined with other the Supplier, the Supplier shall acquire joint ownership of the new item in proportion of the value of the delivered goods to the other mixed or combined items at the time of mixing or combining. If the mixing or connection in such a way that the purchaser's item is to be regarded as the main item, it is agreed that the buyer to the supplier transfers the pro-rata co-ownership of the merits. The customer holds the sole or co-ownership for the supplier resulting.
8. The supplier undertakes to release the securities he is entitled to request of the customer insofar as the realizable value of its securities exceeds the secured claims by more than 10%; the choice of securities to be released to the supplier.
9. As far as the right to the delivery item is located in the area, a retention of title does not permit, the supplier may exercise all rights which it may reserve the delivery item. The buyer is obliged to cooperate in measures that serve the supplier to protect his ownership or in place of another security interest to the delivery item.

**VIII. Liability for defects**

1. The purchaser is obliged to examine the delivery item immediately upon receipt at his premises for completeness and regularity carefully. The notice period within the meaning of § 377 paragraphs 1 and 2 Commercial Code is 8 days; The receipt of a written (by fax) complaint with the supplier.
2. If the customer intends to assert claims based on defects of the delivery item contends he has hereof to hand over the disputed delivery item or items to the supplier for checking or send, unless this is technically impossible or unreasonable (z. B. for permanently installed large systems). In case of justified and timely complaint, the

Supplier remedy the deficiencies in the way of subsequent performance, at its option by eliminating the defect or by delivery of conforming goods. Here, the supplier shall bear the cost Mangelbeseitigungs- including required transport, - travel, labor and material costs. This also applies to the cost of delivery or shipment according to Clause 1 to the usual extent. The remedial costs to increase because the delivery item by the purchaser at a place other than the place of performance has been spent, bear the additional costs of the buyer.

3. The supplier is entitled to refuse subsequent performance under the statutory provisions. In case of refusal of subsequent performance, their failure of or their unreasonable for the purchaser of the right to withdraw or to reduction (reduction) of the purchase price in accordance with the provision of the following paragraph 4
4. To cancel the contract where a withdrawal is not excluded by law or to reduce the purchase price, the purchaser shall be entitled after the expiry of a reasonable length of time for subsequent performance, unless the deadline is unnecessary according to the statutory provisions. In case of withdrawal of the purchaser for any deterioration, destruction and unfunded benefits not only for the self-skepticism, but for each negligent and intentional fault is liable.
5. For any claims for damages and compensation claims by the customer, the provisions in Section IX.
6. The warranty of the supplier does not apply if the purchaser the operating or maintenance instructions are not followed, changes to the delivery item, parts are replaced or has used consumables that do not meet the original specifications, unless the buyer can prove that the defect is not due. A liability for defects to the delivery item or items for this purpose, which are caused by normal wear is excluded.
7. The limitation period of warranty claims is one year from the statutory limitation period. In a building and in a matter that has been used in accordance with their usual purpose for a building and has caused its defectiveness, while 2 and 634 is the statutory limitation period, §§ 438 paragraph 1 no. A Para. 1 No. 2 BGB. The statutory periods shall also apply in case of intent or malice and in cases under §§ 478, 479 BGB.

#### **IX. Liability of the supplier, the exclusion of compensation claims**

1. Unless otherwise provided in these Terms and Conditions, the supplier is liable only as follows:
2. The supplier is liable under the statutory provisions if the customer damages or compensation claims (hereinafter: claims for damages) contends that are based on intent or gross negligence - including intent or gross negligence of its representatives or agents, if the supplier culpably violated an essential contractual obligation has, as well as in cases of injury to life, limb or health.
3. Compensation for the breach of a contractual obligation is limited to the predictable, typically occurring damage.
4. Moreover, the liability for damages is without regard to the legal nature of the asserted claim - excluded. As far as the supplier is not liable for damages that have not occurred to the delivery item itself.
5. The mandatory provisions of the Product Liability Act remain unaffected.
6. Compensation claims of the customer are limited to the amount of interest that he has in the performance of the contract.
7. As far as the supplier's liability is excluded or limited, this also applies to the personal liability of employees, workers, employees, representatives and agents.
8. The customer is aware and he acknowledges that are excluded under German law any warranty coverage if the customer changes any parts in the goods supplied under this contract. This claim exclusion is particularly, but not exclusively, the (operating) software of the goods supplied. In addition, the supplier shall inform the purchaser thereof that any changes to the delivered goods may be liable to infringe intellectual property rights of the supplier; the purchaser hereby confirms to be aware of them.

#### **X. Place of performance, jurisdiction, applicable law, other terms and conditions, final provisions, decrease**

1. Place of delivery is the respective place of dispatch, for payment Pfungstadt, Germany.
2. Exclusive place of jurisdiction, including bills of exchange, checks and documents process is Pfungstadt prejudice to the right of the supplier, the call for the Purchaser's place of general jurisdiction court.
3. The legal relationship between supplier and customer is governed exclusively by German substantive law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law.
4. The delivery items are designed, manufactured and equipped in accordance with applicable in the Federal Republic of Germany legal regulations. Should the purchaser to set up the delivery items according to rules that are different from the German provisions, it shall notify in order or immediately thereafter. At the same time he has to be sent to the different provisions of the German regulations in English or German. A become necessary by the request of the purchaser, appropriate adjustment of prices and delivery dates are reserved.
5. It is for the foreign buyer to take over the force in the Federal Republic of Germany legal regulations beyond measures aimed at protecting the operating personnel and others against any chemical, biochemical, electrical, electromechanical, electro-acoustic and similar influences of the machine, the packaging material of serve packaging and the contents.
6. If individual provisions of these Terms invalid, the validity of the remaining provisions shall not be affected. The contractors are obliged to agree on a new provision which comes the objective pursued by those whose validity lapsed intended purpose closest.
7. These conditions are valid for shipments, repair and installation services.