



General terms and conditions of delivery and service

Status: as of January 2018

A. Area of applicability

1. These general terms and conditions shall apply to all our fields of activity. These general terms and conditions shall both apply to the delivery of goods, in particular also spare parts, services in particular for maintenance services and application services.
2. These general terms and conditions shall apply exclusively in our relationship with the customer. They shall also apply to all future transactions, as well as to all business contacts to customers for example on commencement of contractual negotiations or the initiation of an agreement even if they are not expressly agreed again or not expressly referred to. The validity of terms and conditions of order or purchase of the customer shall be expressly excluded.
3. Agreements made earlier and previous versions of our general terms and conditions of business shall be revoked by means of these terms and conditions of business.
4. If, in individual cases, obligations to persons or companies who are not intended to become a contracting party themselves are established, the liability restrictions in these general terms and conditions shall also apply in relation to these, should these general terms and conditions of delivery and service be incorporated in relation to the third party on establishment of the obligation. This shall, above all, be the case if the third party attains or already had knowledge of these terms and conditions when the obligation became established.
5. Acceptance of our services and deliveries by the customer shall constitute acceptance of the validity of these general terms and conditions of delivery and service.

B. Conclusion of the contract

1. Unless otherwise agreed, our offers shall be non-binding.
2. We shall only be bound by an order if it has been confirmed by us in writing by an order confirmation or when we commence its performance.

C. Scope of delivery and service, performance deadlines

1. Our written offer or our order confirmation shall be decisive for the scope of delivery or service. Ancillary agreements and changes shall require our written confirmation. Should our offer or our order confirmation be tailored to customer specifications (data, figures, illustrations, drawings, weights and measurements, etc.) our order confirmation shall only be binding if this information was correct. Should it transpire after conclusion of the contract that the order cannot be carried out according to the specifications of the customer, we shall be entitled to rescind the contract should the customer not be willing to accept our proposed replacement solution and assume any additional costs which may be actually incurred.

2. We shall be entitled to provide partial deliveries to a reasonable extent in respect of all deliveries. We shall also be entitled to engage subcontractors in order to fulfil our contractual obligations.
3. Once we are informed about the risk of lack of performance of the customer, we shall be authorized to only provide goods and services in consideration of an advance payment or the provision of a security deposit. Our right to rescind individual contracts which have already been concluded shall not be affected should the customer not provide an advance payment or security deposit within a reasonable period of grace.
4. Delivery and performance periods and dates shall always represent the best possible information, but shall be generally non-binding. The beginning of the delivery period and the compliance with delivery deadlines shall require that the customer provides the obliged cooperation activities on time and correctly, it provides all required documentation and pays any agreed advanced payments.
5. Should it be agreed that the customer will pay in advance, the delivery cannot take place until full receipt of the purchase price by us.
6. The information which accompanies our offers and order confirmations, such as drawings, weight, dimension and capacity details shall only be approximate, unless expressly designated as binding. We shall reserve all rights in respect of drawings, designs, samples or similar preparatory work.
7. In case of force majeure or other exceptional circumstances for which we are not responsible, we shall not enter default. In such a case, we shall also be entitled to rescind the contract should we already be in default. In particular, we shall not enter default in case of delivery delays if these are caused by incorrect or late delivery by our suppliers, for which we are not responsible. For temporary hindrances, the delivery or performance deadlines shall be extended or postponed for the period of the hindrance plus a reasonable start-up period.
8. Should we be contractually obliged to provide advance performance, we can refuse the performance we are obliged to provide, if, after conclusion of the contract, it is evident that our claim to consideration is jeopardized by lack of payment capacity of the customer. This shall especially be the case if the consideration to which we are entitled is jeopardized due to poor financial condition of the customer or other payment obstacles are threatened, for example due to export or import bans, acts of war, bankruptcy of suppliers or sick leave of essential employees.
9. Transportation insurance for goods to be dispatched shall only be concluded if specifically requested. In such a case, the transportation insurance is contracted in the name of and at the expense of the customer.
10. The transfer of ownership and transfer of the purchased item shall be owed. The mounting, installation or configuration of the purchased item shall not be owed, unless this is expressly agreed.

D. Transfer of risk

The risk of loss or deterioration of the goods shall pass to the customer on handover of the goods for shipment, even if partial deliveries are made. If dispatch is delayed for reasons for which the customer is responsible, the risk shall pass to the customer on notification of readiness for shipment.

E. Prices

1. The minimum net order value is 100, 00 €.
2. Our prices are net prices and are always on deliveries "ex works" (EXW Incoterms 2010), unless otherwise is agreed. For services, the prices refer to the fulfillment of performance at the agreed place of performance. When invoicing, the value added tax shall be added to the respective statutory amount.
3. In case of agreement concerning a performance deadline of more than four months between the date of confirmation of the order and the performance of the service, we shall be entitled to pass on any cost increases incurred by us in the interim period due to price increases to the customer. The same shall apply if a performance deadline of less than four months was agreed, but the performance cannot be carried out by us until more than four months after the confirmation of the order due to reasons for which the customer is responsible.

F. Payment conditions

1. Unless otherwise contractually agreed, our claim shall become valid within 30 days of receipt of the delivery or after the provision of our service, without any deduction. Should we provide our deliveries or performances in identifiable parts, we shall be entitled to invoice a corresponding part of the remuneration for each partial delivery.
2. Without an express agreement, the customer shall not be entitled to make any deductions.
3. Should the customer enter payment default, it must reimburse us in respect of the default losses incurred, in particular it must pay interest to the amount of 8 percentage points above the base rate of interest. Should the customer enter payment default of more than 14 days in respect of an amount due or a partial amount due or should it breach the obligations resulting from a retention of title or should the consideration to which we are entitled be endangered due to a poor financial status of the customer, the entire balance of all outstanding claims shall be due for immediate payment.
4. Payment by draft or acceptance is permitted only with an explicit agreement and shall then only apply to payment on account.
5. It shall only be possible to offset against our claims with claims which are undisputed or recognised by a court. The same shall apply in respect of the assertion of a right of retention. The customer shall only be entitled to exercise a right of retention if it refers to the same contractual relationship.
6. The assignment of claims against us by the customer shall require our prior approval, which we can only refuse for important reasons.

G. Retention of ownership

1. Until full payment of all present and future claims arising from the concluded contract and an ongoing business relationship (secured claims), we shall reserve the right of ownership in respect of the delivered goods.
2. The goods under reservation of ownership may neither be pledged to third parties before full payment of the secured claims nor be transferred by way of security. The customer shall inform us immediately in writing if and when third party attacks take place against goods belonging to us.

3. In case of behavior by the customer which is in breach of contract, especially in case of non-payment of the purchase price due, we are entitled under the statutory provisions to rescind the contract and / or to demand return of the goods on the basis of reservation of ownership. The return request shall not automatically contain a declaration of rescission, rather we shall be entitled to claim only the goods and reserve the right of rescission. Should the customer not pay the purchase price due, we may assert the said rights only if we have previously set the customer a reasonable deadline for payment or such a setting of a deadline is not necessary in accordance with the statutory provisions.
4. The customer shall be entitled to resell or process the goods under reservation of ownership in the ordinary course of business. In such a case, the following provisions shall additionally apply.
 - 4.1 The reservation of ownership shall extend to the products resulting from the processing, mixing or combining of our goods to their full value, and we shall be deemed to be the manufacturer. Should the right of ownership of a third party continue to exist in case of processing, mixing or combination with the goods of such a party, we shall acquire co-ownership in proportion to the invoice value of the processed, mixed or combined goods. Otherwise the same as for the goods delivered under retention of title shall apply in respect of the resulting product.
 - 4.2 The claims resulting of such re-sale of goods or products against third parties shall be assigned to us in full or to the amount of our co-ownership. We hereby accept the said assignment. The obligations of the customer mentioned in Number 2 shall also apply in consideration of the assigned claims.
 - 4.3 To collect the claim, the customer shall remain authorized alongside us. We shall be obliged not to collect the claim as long as the customer meets its payment obligations in relation to us, does not enter payment default, no application has been made for the opening of insolvency proceedings and no other lack of payment capacity is present. However, should this be the case, we can demand that the customer notifies us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. If the realizable value of the securities exceeds our claims by more than 10 %, we shall approve the customer's request according to our choice.
5. The customer must treat the retained goods with care. The customer must insure the goods at replacement value against fire and water damage and theft at its own expense. If maintenance and inspection work is required, the customer must perform it at his own expense on time.
6. Should the effectiveness of this reservation of ownership depend on its registration, e.g. in public registers in the country of the customer, we shall be entitled and authorized by the customer to affect such registration at the expense of the customer. The customer shall be obliged to provide all necessary cooperation services for this registry itself free-of-charge.

H. Obligations to co-operate of the customer

1. The customer must support us and our employees to a reasonable and usual extent. If we must provide project-related work or services by our employees at the place of business of the customer, the provision of working areas and working places with PC and phone at our request shall also be classed as support, and the costs shall be borne by the customer.

2. Materials, information and data that we require to provide our services must be made available to us by the customer. Data and data carriers must be technically perfect. Should specific legal or operational security regulations apply at the place of business of the customer, the customer must inform us of this prior to the provision of our services.
3. The customer's instructions to our employees for the concrete form of service provision shall be excluded, unless instructions related to safety requirements and plant regulations at the customer's work are necessary. Instructions in respect of individual questions regarding the provision of work or services shall not be communicated to our employees but to the contact person nominated by us for the project. We always decide responsibly on the necessary measures in the context of our performance obligations.

I. Liability for defects and general liability

4. The customer's claims for defects in the delivery or service provided by us, especially for supplementary performance, reduction, rescission from the contract and compensation of loss, as well as other damages claims of the customer shall be in accordance with the statutory provisions, subject to the exceptions contained in this chapter.
5. Customer claims for subsequent performance due to defects in the service or delivery to be provided by us shall exist in accordance with the following provisions:
 - 2.1. If the delivered goods are defective, we shall be able to initially choose between supplementary performances by dealing with the defect (correction) delivery of goods which are free of defects (replacement delivery). The right to refuse the manner of subsequent performance under the legal conditions shall remain unaffected.
 - 2.2. We shall be entitled to make the subsequent performance conditional on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable proportion of the purchase price in relation to the defect.
 - 2.3. The customer must give us the necessary time and opportunity for the subsequent performance owed, in particular to pass the rejected goods for testing purposes. In case of replacement, the customer must return the deficient item in accordance with the statutory regulations.
 - 2.4. The necessary costs for the purpose of testing and subsequent performance, in particular transportation, travel and materials, shall be covered by us, should a defect be actually present. The costs connected to repair or supplementary performance arising from the fact that the purchased goods have been sent after delivery to a place other than the place of domicile of the customer or its place of business shall be borne by the customer. If a demand for elimination of the defect on the part of the customer proves to be unjustified, we may require reimbursement by the customer of the costs incurred.
3. The defect claims of the customer, in particular claims for supplementary performance, rescission of the contract, reduction and compensation, requires that the customer fulfils its legal inspection and complaint obligations (§§ 377, 381 of the German Commercial Code – HGB). Should a defect be noticed during the inspection or later, the provider must be immediately notified of such in writing. The notification shall be deemed to be immediate if it is made within two weeks of discovery of the defect. The timely dispatch of the notice shall suffice for compliance with the deadline. Independent of its inspection and complaint obligation, the customer must notify obvious defects (including incorrect and short deliveries) in writing within two weeks of receipt, whereby the timely dispatch of the notification shall suffice for compliance with the deadline. Should the customer fail to carry out a proper inspection and/or notification of defects, our liability in respect of the

defect which was not notified shall be excluded. This shall not apply if we have fraudulently concealed the defect.

4. The customer may only claim compensation:
 - 4.1. for damages arising from injury to life, body or health, based on an intentional or negligent breach of duty by the provider or an intentional or negligent breach of duty by a legal representative or vicarious agent of the provider;
 - 4.2. for damages based on an intentional or grossly negligent breach of duty by the provider or by an intentional or grossly negligent breach of duty by a legal representative of the provider, management employees or vicarious agents;
 - 4.3. for damages caused by the intentional or negligent breach of essential contractual obligations (cardinal obligations) of the provider, a legal representative of the provider, management employees or vicarious agents. Essential contractual obligations (cardinal obligations) are duties that enable the fulfillment of the proper execution of the contract and on whose compliance the customer regularly relies;
 - 4.4. for damages that fall within the area of an expressly provided characteristic or quality/durability guarantee by the provider; In the case of a simply-negligent breach of an essential contractual obligation, the liability of the provider according to the amount shall be limited to the typically expected, foreseeable loss at the time of conclusion of the contract in application of proper care for the provider.
5. Losses caused by injury to life, body or health shall be excluded. Claims for compensation by the customer in case of a simply negligent breach of a contractual obligation shall expire after one year following commencement of the statute of limitation. Losses caused by injury to life, body or health shall be excluded.

Claims for compensation against the provider under mandatory statutory liability, for example under the German Product Liability Act (Produkthaftungsgesetz), shall remain unaffected by the above provisions and shall exist to the extent permitted by law within the statutory time limits.
6. The customer's rights under paragraphs 478 and 479 of the German Civil Code (BGB), in case that a lawsuit is brought against the customer or its consumer in a supply chain by a consumer, shall not be affected by the provisions in § 9.
7. Should third parties be engaged or included for the initiation or settlement of the obligation between the customer and the provider, the above mentioned warranty and limitations of liability shall also apply in favor of the third parties.

J. Confidentiality

1. We and the customer ("the Parties") shall be obliged, during the term of the contract, to keep confidential all information that becomes accessible and which is designated as confidential or is recognisable as business or trade secrets due to other reasons and - unless previously expressly authorized in writing or necessary to achieve the purpose of the contract, shall neither record nor forward to the third parties or exploit them in any way. This confidentiality shall be maintained for a further five years following complete fulfilment or completion of the order.

2. The following information shall be excluded:
 - 2.1. Information which was known by a party prior to the commencement of contractual negotiations or any information which is notified as non-confidential by third parties, unless these themselves violate confidentiality obligations;
 - 2.2. Information which the parties have developed independently;
 - 2.3. Information which is or becomes publicly known without fault or intervention of the parties;
 - 2.4. Information which must be disclosed due to statutory obligations or orders by the authorities or the court.

In the latter case the disclosing party shall notify the other party immediately prior to the disclosure. Further legal obligations concerning confidentiality shall remain unaffected.

K. Miscellaneous: place of performance, place of jurisdiction, applicable law, data processing, contract language, severability clause

1. The place of performance and exclusive place of jurisdiction for all disputes arising between the parties under the contractual relationship shall be Bruchsal, Germany if the customer is a merchant, a legal person under public law or a public law special fund, also if the customer has no general jurisdiction in the Federal Republic of Germany or transfers its jurisdiction abroad. As an exception, we shall also be entitled to bring a lawsuit against the customer at its general place of jurisdiction.
A merchant is every entrepreneur who is entered in the commercial register or operates a trade business and carries out a commercially organized operation. The customer shall have its place of jurisdiction abroad if its place of business is located outside of Germany.
2. The customer is aware, that data from the business traffic, including personal data must be stored and processed within the framework of commercial necessity and forwarded on to third parties. The customer hereby agrees to the said data collection and processing.
3. The contractual language shall be German. Should the parties also use another language, the German wording in accordance with the agreement shall have priority.
4. Should a provision in these general terms and conditions of delivery and payment or a clause within the framework of other agreements be or become ineffective, this shall not affect the validity of the remaining provisions or agreements.
5. German law shall apply to the contractual and other business relationships with our customers, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.