I. General Remarks

(1) Individual contractual agreements shall take precedence over standard terms and conditions.

(2) Our quotations are not legally binding. We are bound by orders only after we have confirmed them in writing. This also applies to agreements made over the telephone, by telex or orally, as far as any changes to transactions already entered into. The Contractor shall be bound by the order placement.

(3) The conclusion of the contract shall obligate the Contractor to render the promised performance, except in cases for which it is not responsible.

(4) Only the Contractor's Standard Terms and Conditions of Sale and Delivery shall apply between it and the Customer. The Customer's alternatively worded terms and conditions shall only bind the Contractor, if it has acknowledged these in writing. This is also the case if alternative terms and Conditions are enclosed with the order, or referred to therein.

(5) We also reserve the right to make minor changes to our products even after conclusion of the contract.

(6) Our technical advice is provided without obligation. The contents of our order confirmation are solely applicable, unless an obligation is raised against them within 7 days.

II. Prices

(1) All payments are to be made in Euro by the due date and in accordance with No. I. (2).

(2) If the Customer loses its credit rating, or we become aware that it has assumed third-party risk, the Contractor may be entitled to either change the payment conditions or withdraw from the contract.

III. Payment

(1) All payments are to be made in Euro by the due date and subject to no restrictions. They are not permissible to withhold payments or offset counterclaims, unless the counter-claims are not in dispute or have been decided by a final court judgment. Such a right to diminution of price is exclusively excluded.

(2) Payment periods shall commence upon the receipt of the invoice. In this respect, it shall be assumed that you have received our invoice no later than by the 3rd day it is dated.

(a) If you make payment within 14 days, you shall be entitled to a 2% discount. Otherwise, our invoice is payable in full, without deduction within no longer than 30 days. No discount shall be granted if the Customer is in arrears with any of its other obligations to the Contractor under other contracts.

(b) Invoices for services (assembly, service and maintenance) shall be payable net, immediately following the receipt of invoice.

(3) The standard bank interest rate, and in any case the statutory interest rate for arrears, shall be charged on outstanding payments commencing on the due date. This notwithstanding, if the statutory conditions are fulfilled we shall also charge interest on arrears at the rate of 8 percentage points above the base lending rate; we shall be entitled to prove that a higher amount of interest on arrears is payable.

(4) Discount and bill charges shall be paid by the Customer.

(5) All the Contractor's receivables will become due if the payment conditions are not fulfilled or if, following the conclusion of the contract, the Contractor becomes aware of circumstances that led it to conclude that the credit-worthiness of the Customer is diminished. The Contractor is entitled moreover to make outstanding deliveries or partial deliveries conditional in return for an advance payment, a provision of security, to cancel the contract, or having granted a reasonable additional amount of time, or demand compensation in lieu of performance.

(6) All payments must be made directly to the Contractor. The Contractor's representatives are only entitled to collect payments if they have been explicitly authorized to do so.

(7) Bill of exchange and cheque are only accepted with a view to payment. The Contractor shall have discretion regarding their acceptance. Bill of exchange must be discountable and taxed.

IV. Delivery period

(1) Delivery periods and dates are without obligation. If a delivery period is agreed as binding, it shall commence with the date of the order confirmation. However, agreed delivery dates are conditional on the Customer clarifying all technical and commercial details in good time, and making the payment on the due date.

(2) Unforeseen impediments, regardless of how they arise within our works or in the working of our suppliers, such as operational interruptions, shortages, lock-outs etc., or other unforeseen delays in the production process shall release us from the obligation to fulfill the agreed delivery period. We shall notify our customers of such circumstances as quickly as possible. The Customer shall have no claim to compensation for the overrun of a delivery period.

(3) In the case of non-bindingly agreed delivery periods, three weeks following the overrun of the date, the Customer may issue a written demand that the delivery be made within a reasonable period of time. The Contractor shall be in default if it does not effect delivery within this period. However, the Customer shall only be entitled to demand damages for delay alongside the delivery, if the Contractor acted deliberately or in a grossly negligent manner. In any other cases, the Contractor may stipulate a reasonable additional period of time (grace period) in writing, with the notice that he will refuse to accept the object of delivery after the expiry of said period. Following the fruitless expiry of the grace period, the Customer shall within a period of time and in the event of a breach of duty on the part of the Contractor, or which, given the circumstances, we knew or should have known were foreseeable.

(4) Goods subject to a complaint, may not be disposed of until the defect complaint has been resolved. The Contractor may demand that the goods in question are properly stored at the Customer's expense.

(5) The Customer's warranty entitlements shall be forfeit, if it makes modifications to the object of the delivery without the Contractor's written consent.

V. Dispatch and transfer of risk

(1) Risk passes to the Contractor upon hand-over to the carrier, forwarding agent or other person designated to effect delivery. This applies equally to the use of our own vehicles and for "Carriage Paid To" deliveries. Transport insurance will only be arranged at the express request and cost of the purchaser. The choice of dispatch route and mode of transport shall rest with the Contractor, unless otherwise agreed.

(2) If a current delivery must be stopped at the request of the Customer, it shall bear the costs thereby incurred.

VI. Notification of defects, warranty and liability

(1) The supplier reserves the right to make changes due to technical innovations, new regulations or similar developments.

(2) Notifications of defects must be raised promptly after receipt of the goods. Such notifications are excluded unless we receive notifications of defects by the time the goods are received. Defects that remain undeflected within the grace period for checking and careful inspection of the goods (hidden defects) must be reported in writing promptly following their discovery. Objections to defects must be raised in writing within three weeks following the receipt of the delivery. The warranty period is 12 months. This period commences with the transfer of risk.

(3) In the case of justified complaints, the Contractor shall fulfill the warranty in accordance with the following conditions.

(a) The Contractor shall be obliged to perform a subsequent improvement, a subsequent improvement or replacement delivery, the choice resting with it. Following such a demand from the Customer, the Contractor has 14 days in which to declare whether it will take

(b) If subsequent improvement or substitute delivery is impossible, or proves unsuccessful or is refused, the Customer may demand an appropriate price reduction (diminution), or cancel the contract if it so chooses.

(c) The Customer's claims for damages against us or our vicarious agents are excluded, this does not apply in the case of claims concerning death or personal injury. The disclaimer likewise does not apply if the damage is the result of intentional or grossly negligent breach of duty on the part of the Contractor or one of its legal representatives or vicarious agents. Finally, the disclaimer does not apply if the event that the damage is attributable to a breach by the Contractor of material obligations. However, in this case we shall only be liable for damages that were foreseeable as a possible consequence of the breach of duty upon the conclusion or negotiation of the contract, or which, given the circumstances, we knew or should have known were foreseeable.

(d) The Customer's claims arising from the resale of the goods subject to retention of title shall be assigned here and now to the Contractor; this applies equally to all other rights to the Contractor, or which the Customer here and now assigns all claims arising from any rental, leasing or loan of the object of delivery to the Contractor, the Customer's claims for cover under other contracts, or which, given the circumstances, we knew or should have known were foreseeable.

(e) The Customer undertakes to release the collateral security to which it is entitled, insofar as the realizable value of the security arranged in favor of the Contractor exceeds the value of the secured claims by more than 10%. The selection of the securities to be released is at the discretion of the Contractor.

(f) The Customer shall not acquire ownership of the goods delivered by the Contractor until it has paid the invoiced purchase price in full. The Contractor may proceed to produce a new article. It processes the goods on behalf of the Contractor. In the event that the goods are processed by the Contractor with other goods not belonging to the Contractor, the Contractor shall assume co-ownership over the new article, of a proportion equal to the ratio of the invoice amount of the processed goods subject to retention of title, to the purchase price of the other processed goods. Otherwise, the new article shall be treated in the same way as goods subject to retention of title.

(g) The Customer may dispose of the delivery goods, and the articles produced from processing them only as part of its normal business dealings. The Customer must retain its own qualified title to the goods vis-à-vis its buyer, until such time that the purchase price is paid in full. All the Customer's claims arising from the resale of the goods subject to retention of title shall be assigned here and now to the Contractor; this applies equally to all other rights to the Contractor, or which, given the circumstances, we knew or should have known were foreseeable.

(VII. Retention of title)

(1) All deliveries made by the Contractor are performed sub- ject to a retention of title. Ownership shall pass to the Customer only once it has fulfilled all its obligations arising from its business arrangement with the Contractor. This applies equally in the event that the purchase price for particular deliveries of goods, identified by the Customer, has already been paid. In the case of current accounts, the reservation of title remains with the Contractor until the Customer's claims to the payment of the balance. If bill of exchange or cheque are tendered as payment, the liability is settled only once these have been honoured.

(2) The Contractor undertakes to release the collateral security to which it is entitled, insofar as the realizable value of the security arranged in favor of the Contractor exceeds the value of the secured claims by more than 10%. The selection of the securities to be released is at the discretion of the Contractor.

(3) The Customer may not acquire ownership of the goods delivered by the Contractor until it has paid the invoiced purchase price in full. The Contractor may proceed to produce a new article. It processes the goods on behalf of the Contractor. In the event that the goods are processed by the Contractor with other goods not belonging to the Contractor, the Contractor shall assume co-ownership over the new article, of a proportion equal to the ratio of the invoice amount of the processed goods subject to retention of title, to the purchase price of the other processed goods. Otherwise, the new article shall be treated in the same way as goods subject to retention of title.

(4) The Customer here and now assigns all claims arising from any rental, leasing or loan of the object of delivery to the Contractor, in the event of the Contractor's retention of title has ended.

(5) The Customer here and now assigns all claims arising from any rental, leasing or loan of the object of delivery to the Contractor, in the event of the Contractor's retention of title has ended.

(6) The Customer shall promptly inform the Contractor of every change in the possession arrangements, or risk to the Contractor's property through an imminent seizure or other third-party interference. Enforcement officers must be informed of the Contractor's retention of title. The Customer shall be liable for all costs and damage caused by any omission to issue the aforementioned notifications or reports.

(7) If the Customer is in arrears of payment, the Contractor shall be entitled to repossession all delivered items subject to a retention of title. The Customer here and now agrees that the Contractor may enter its business premises in such an event.

(8) The Contractor undertakes to arrange appropriate insurance for the goods subject to retention of title. It assigns any claims under the insurance here and now to the Contractor.

VIII. Court and place of performance

It is agreed that all disputes – contractual and non-contractual – shall be settled by the German courts applying German law, and that the exclusive jurisdiction – both national and international – for hearing such disputes shall rest with the competent courts in Vreden. Nevertheless, the Contractor shall be entitled to pursue any individual actions it shall consider necessary against the Customer over the registered address, or before other courts assigned by law of national or international character; the乙方 parties hereto authorize the Contractor to effect service of process against the Customer at the address indicated in the Contract.

IX. Nullity

Even if an individual provision is legally unenforceable, the remainder of the preceding provisions shall nevertheless remain fully enforceable. Invalid provisions should be substituted such that this corresponds to the purpose of the contract and the interests of the contractual parties.