

I. General Indications

1. The following conditions are valid for each order. Other conditions are only binding for us, if we agreed to them in letter.
2. The orderer agrees to the storage and valuation of ordering details by the supplier (BDGS § 26).

II. Offer

1. Our offers are subject to confirmation; Estimates are without obligation. Subject to prior sale.
2. The documents like drawings, pictures, indications of weight and measurement belonging to the offer are only approximately decisive, if not expressly declared to be with obligation. The supplier reserves the proprietary and copy right for all estimates, drawings and other documents; they may not be accessible for third persons.
3. Offers and prospects are subject to alternations and improvements.

III. Supply Schedule

For the supply schedule, the written order confirmation of the supplier is decisive; in case of an offer of the supplier with fixed date or reception within specified time, it is the order, if no order-confirmation in time has been received. Additional agreements or changes have to be confirmed by the main factory in letter.

IV. Price and Payment

1. The invoicing is subject to price ruling at time of dispatch plus corresponding legal value-added tax.
2. The prices are quoted in EURO ex works. Installation setting up and packing of fixed machines is made against additional invoice, according to the KOLBE installation conditions.
3. The orderer is not allowed to balance any supposed counter claims bearded by the supplier and to exercise the right of detention.
4. The delay of payment is subject to charge of interest on arrears of 4 % according to the corresponding bank rate of the Federal Bank of Germany.
5. Invoiced packing will be delivered at prime cost and neither taken back nor credited.
6. Costs of installation and reparation have to be paid net immediately.

V. Conditions of Payment

1. Our invoices have to be paid in EURO
 - a) within 10 days with 3 % discount or within 30 days net
- OR
- b) within 30 days net
 - c) end customer : Delivery after receipt of prepayment

VI. Delivery Time

1. The delivery time starts with the dispatch of the order confirmation, but not before the receipt of the documents, licenses and decontrols which have to be provided by the orderer and not before receipt of the agreed first installment.
2. We are not obliged to make further deliveries before having received the complete invoice amount. If the orderer is in delay with a due payment, the supplier is legitimated to require the cash payment of all outstanding deliveries before the supply of the goods.
3. The delivery time is kept, if the goods to be supplied have left the factory or their readiness for dispatch has been advised until the lapse of the date.
4. The delivery time prolongates according to measurements within the scope of labor disputes, especially strike and lock-out, as well as at arises of unforeseen hindrances, which are

not subject of the intension of the supplier. This is also valid, if these circumstances occur at sub-suppliers.

5. The delivery dates indicated by us exclude any claims for compensation in case of exceeding. The delivery date will be extended accordingly.

VII. Danger Devolution and Receipt

1. At the latest at the dispatch of the goods, the danger devolves upon the orderer, also in case of partial delivery.
2. If the dispatch is delayed because of circumstances ordered by the orderer, the danger devolves upon the orderer from the day of readiness for dispatch.
3. The supplier is authorized to insure the goods to be dispatched at the cost of the orderer.
4. Partial deliveries are allowed.

VIII. Export Prohibition

1. The direct or indirect export of our delivered goods into foreign countries may only be done with our written agreement.
2. In case of contravention, we have the right to require compensation.

IX. Reservation of Ownership

1. We reserve the property on all delivered goods until complete payment of all requirements resulted from the business relation and the charges which will still occur correspondingly, unconcerned any legal reasons.
2. We allow our customers the further sale by usual business transaction with consideration of the export prohibition. This right expires in case of payment stop. The customer yields to us all requirements occurred by the resale with all additional rights already today. The yielded requirements have to give insurance to all demands acc. no. 1. The customer is authorized to collect all yielded requirements. As long as we do not cancel that authorization. The authorization of collection is also cancelled without revoke, if the customer stops the payment. According to our request the customer has to inform us in writing to whom he has sold the goods and which requirements have been occurred by these sales. Furthermore, he has to give us a public certified document about the transfer of all re-requirements on his charge.
3. The orderer may neither pawn the goods nor assign them for assurance. In case of seizure, confiscation or other decrees by third persons, the supplier has to be informed immediately.
4. If the orderer acts contrary to the agreement, especially regarding payment delay, the supplier is authorized to take back the goods after request for payment and the orderer is obliged to give them back. The making of assertion of the lien as well as the seizure of the goods by the supplier are not subject of the retreat form the contract, as far as the law of installment system is not applied.

X. Claims and Objections

1. Claims regarding incomplete or wrong delivery or reprimands because of recognizable damages have to be announced immediately.
2. If not announced in time, guarantee claims are excluded. If announced in time, we are obliged to do corresponding subsequent deliveries resp. guarantee according part XI.
3. Defects are removed according to our choice by re-treatments or replacements.

XI. Guarantee Claims and Liability for Defects of Delivery

1. We guarantee for our goods for the time of 12 months reckoned for one shift work from the day of delivery.
2. The guarantee says that all products which become defect because of traceable faults on material or production during the guarantee time will be repaired by us in our factory or in authorized contract workshops, provided that the sending is made free of charge. The sending in of fixed units is decided by the customer service.
3. These parts whose wear is of natural cause are excluded from the defect liability as well as the defects as a result of excessive strain, faulty treatment and non-observance of the operating instructions.
4. In case of any tampering of the orderer or other unauthorized persons, we refuse any obligation; this refers especially to the application of tools and accessories of other producers.
5. Further demands of the orderer, especially the demand regarding the replacement of defects which occur not directly on the delivered part, are excluded, as far as legally allowed.
6. The products manufactured by us correspond to the EEC-guiding rules for machines. The principles of no. 1 and 2 of the „Common declaration“ of the central organization of industry and commerce dd. 25.04.78 are part of these business conditions.

XII. Right of the Orderer to retreat

1. The orderer can retreat from the contract, if we are not able to accomplish the whole capacity before danger devolution.
2. If we are in delay with the capacity according to section VI and if the orderer grants us a corresponding respite, which we do not keep, the orderer is allowed to retreat from the contract. In case of a delay caused by the orderer, he is still obliged to payment.
3. In case of final failure of all reparations or replacements according to section X, the orderer is allowed to require a price-reduction or the re-transaction of the contract according to his choice.

XIII. Right of the Supplier to retreat

In case of unforeseen events according to section VI, which change the economical signification or the content of the capacity or which have influence on our factory and in case of subsequent appearing impossibility to execute the order, the contract will be adjusted correspondingly. If this is not justifiable economically, we have the right to retreat from the contract completely or partially.

XIV. Jurisdiction

1. All disputes which result from the contract relationship have to be complained at the court, which is responsible for the main establishment or the delivering branch of the supplier, in case that the orderer is a full businessman, a juridical person of the public right or public-juridical special assets. The supplier is also allowed to complain at the main establishment of the orderer.
2. Only German right is valid for the relations by contract.

XV. Obligations

In case of juridical inefficacy of some points, the contract remains valid in its remaining parts.