

General Terms and Conditions

§ 1 General information

By placing an order, the customer agrees to the following terms and conditions. Verbal and telephone agreements as well as confirmations of travellers and representatives are non-binding until confirmed by us in writing. We shall not be bound to the customer's terms of purchase, including when not expressly objected to, until expressly acknowledged by us in writing.

§ 2 Quotation, order

Our quotations remain non-binding with respect to pricing, quantities, delivery dates and availability. The customer is bound to an order until the order has been rejected by us in writing, maximum 4 weeks.

§ 3 Pricing

Our offer prices are ex works excluding applicable value-added tax. Freight and packaging are charged in accordance with § 4. The prices and surcharges valid on the date the order is placed according to our price list apply. If these differ from our quotation, we reserve the right to fulfil or reject the order at the price offered.

§ 4 Shipping

We have the right to decide the shipping method. Unless otherwise agreed, prices exclude shipping and packaging. Upon leaving our business or warehouse, all goods travel at the risk of the customer, irrespective of who pays freight charges.

If delivery of goods is delayed for reasons beyond our control, the risk of loss of goods is transferred to the customer as soon as the goods are available, however, at the latest when the customer is informed that the goods are ready for shipping. The same applies if we exercise the right of retention.

For orders under € 100.00 net goods value, we charge a flat minimum quantity surcharge of € 5.00. On written request of the customer, goods will be insured at the customer's expense against damage from storage, breakage, transport and fire.

§ 5 Delivery deadlines

Delivery deadlines and dates are non-binding unless expressly agreed otherwise in writing. In the case of force majeure (traffic congestions and obstructions, transport shortage, strike, lockout, interruption of operations, supply chain problems, fire loss, war, etc.) directly or indirectly (supplier) impacting us, delivery dates and deadlines agreed as binding shall be extended as reasonable.

In the event binding dates or deadlines are exceeded by more than two weeks, on expiry of an appropriate grace period of at least four weeks set by the customer in writing, the customer shall be entitled to withdraw from the contract or demand compensation for delayed fulfilment limited to 5% of the portion of the delivery not fulfilled according to contract. Further claims are excluded. Withdrawal must be submitted in writing within one week from expiry of the grace period. Withdrawal is excluded if the customer himself is in default of acceptance.

For call orders without agreed periods and delivery dates, we shall be entitled to demand binding specification thereof up to 3 months from confirmation of the order. If the customer does not comply with this request within 3 weeks, we shall be entitled to set a two week grace period and on expiry thereof withdraw from the contract or refuse delivery and demand damages.

Claims to damages for late delivery shall be excluded unless we are in default due to malice or gross negligence. Our liability for damages shall be excluded if we offered rescission of contract to the customer during the rescission period and the customer did not accept this offer in writing within one week.

§ 6 Non-fulfilment

If the customer refuses delivery, we shall be entitled to set an appropriate deadline for acceptance and on expiry thereof withdraw from the contract or seek damages. Without prejudice to proving higher damages, we shall be entitled to demand a flat 25% of the agreed return service (net service) as damages.

The customer shall remain entitled to prove lesser damages were incurred. The same applies if the contract is not fulfilled for other reasons within the control of the customer. However, we shall also be entitled to demand fulfilment of contract.

§ 7 Terms of payment

All payments shall be made to us exclusively, in Euro. The net invoice amount shall be due within 10 days from the date of invoice. For project orders, the following terms of payment apply: 30% down payment on assignment, another 30% on delivery, and the remaining 40% 30 days strictly net from the date of invoice. Other agreements are available. Upon confirmation of the customer's change orders prior to delivery, all expenses incurred to said paid time shall be due. Allowance of a discount requires settling all prior invoices due. On exceeding the due dates, interest of 8% above the respective market rate of the ECB is charged unless we are able to prove higher debit interest. Cheques and rediscountable bills of exchange are only accepted for processing. All associated costs shall be payable by the customer. Offsetting and assertion of right of retention are only permitted with our approval.

Failure to comply with payment terms or circumstances likely to impair the creditworthiness of the customer will result in all of our receivables being due immediately. We shall further be entitled to require advance payment for outstanding deliveries and to withdraw from the contract on expiry of an appropriate grace period or to demand damages for non-fulfilment, and to further prohibit the customer from reselling the goods and collect unpaid goods at the expense of the customer.

§ 8 Retention of title

(1) Goods are delivered subject to retention of title. They remain our property until all receivables, including future, related to the business relationship with the customer, have been paid in full. Retention of title further remains in effect if individual receivables are added to a running account and the balance has been determined and acknowledged.

(2) The customer cannot acquire ownership of the goods by processing them to a new product. Goods are processed on our behalf. Processed goods serve as our security as conditional buyer.

(3) When processed by the customer together with third party goods which are not our property, we become co-owner in the new goods at the rate of the value of our goods to the third party goods processed.

(4) The customer shall retain title to the conditional ownership of goods they are entitled to vis-à-vis its buyers until such have paid the purchase price in full.

(5) All receivables of the customer from resale of the goods subject to retention of title are hereby assigned to us. If the customer sells the goods subject to retention of title together with third party goods which are not our property, the purchase price claim is only considered assigned for the value of the goods subject to retention of title. If we are only part owners of goods subject to retention of title, the portion of the receivable arising from their sale assigned to us shall be based on our ownership share.

(6) The customer shall be entitled to collect receivables from resale. On our request the customer shall disclose the debtors for the assigned receivables to us. We shall be entitled to notify the debtors of the assignment.

(7) Retention of title shall be conditional to the extent that on full payment of our receivables from the business relationship, ownership in the goods subject to retention of title shall without further ado be transferred to the customer and the customer being entitled to the assigned receivables.

(8) In this respect we will at our discretion release the securities we are entitled to if their value exceeds all receivables to be secured by 20%.

(9) We shall be promptly notified of seizures or confiscation of the goods subject to retention of title by third parties. In this case, the arising cost of intervention shall be payable by the customer.

(10) We shall withdraw from the contract if in accordance with the above provisions the repossession of goods subject to retention of title is demanded or the retention of title is exercised. After repossession of the goods subject to retention of title, we have the right to sell them on the open market or to have them auctioned. The repossession of goods subject to retention of title shall be effected at the price obtained, but at most, however, at the agreed delivery price. We reserve the right to make further claims for damages, in particular for loss of profit.

§ 9 Liability for defects and damages

(1) We shall solely be liable for the contracted properties of goods. This does not include warranty for the nature, particularly the functionality and suitability as well as durability of the goods. Verbal guarantees are only binding for us if confirmed by us in writing.

(2) Notices of defects must be submitted in writing promptly, at the latest 2 weeks from receipt of the shipment. In the case of latent defects this period shall be extended to 1 week from discovery, at the latest 6 months from receipt of goods. In both cases all claims for defects shall expire 12 months from the transfer of risk unless otherwise agreed. In the case of longer mandatory statutory limitation periods, these shall prevail.

(3) In the case of justified notice of defects we shall be obligated to remedy, free replacement or credit of the reduced market value, at our discretion. If we fail to meet these obligations within a reasonable amount of time, the customer shall be entitled to declare withdrawal from the contract. Further claims are excluded. Unauthorised rework and/or inappropriate handling shall void all claims for defects. Replaced parts shall on request be returned to us freight collect.

(4) Claims for damages and reimbursement of expenses due to a defect are excluded unless the supplier is liable pursuant to (10).

(5) Claims pursuant to §§478, 479 German Civil Code (BGB) only apply to the extent of the law and provided the party entitled to withdraw did not consider their obligations, particularly those under §9 (2).

§ 10 General limitations of liability

Any claims for damages or reimbursement of expenses against us not governed by the terms of business, shall only be binding for us if our bodies, executive staff, (employees and agents) agents can be accused of malice or gross negligence, or life, body or health are impacted. This shall be without prejudice to culpable breach of material contract obligations; in this respect we shall only be liable for the foreseeable damages typical for the type of contract except in the case of § 1. This stipulation does not affect the statutory provisions on the burden of proof if these would be to the disadvantage of the customer. Liability under the product liability act and the liability for guarantee of quality remains unaffected if § 9 applies.

§ 11 Property rights & warranty of title

Our plans and design proposals may only be disclosed with our approval. § 9 applies to warranty of title accordingly.

§ 12 Place of fulfilment

The place of fulfilment and place of performance for delivery and performance is Munich.

§ 13 Jurisdiction

The place of jurisdiction, including actions on bills and cheques, for all obligations and disputes arising from the transaction concerning future delivery is Munich. If jurisdiction agreement pursuant to § 38 Civil Process Order (ZPO) is limited, this nevertheless applies in the event following conclusion of contract the customer's place of residence or habitual abode is unknown at the time legal action is taken. If the customer's place of residence or habitual abode is abroad at the time the contract is concluded, the place of jurisdiction is in any case agreed as our registered office. However, we shall also be entitled to file action with a domestic or international general place of jurisdiction of the customer or another place of jurisdiction specified by law.

§ 14 Applicable law

All transactions are subject to German law.

§ 15 Repairs and service

The above provisions apply accordingly to repairs and service.

§ 16 Invalid clauses

If individual provisions of these terms are or become invalid, this does not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision permitted by law closest to the economic intent.

§ 17 Data storage in compliance with GDPR

§ 18 Denied Party & Embargo Clause

For the purpose of this clause, the following definitions shall apply:

i. "Embargo" shall mean any law or regulation that directly or indirectly prohibits certain activity, export, re-export and/ or direct and indirect transactions or dealings with certain persons or entities.

ii. "Denied Party" shall mean a party, to whom the Seller (i) cannot sell to, (ii) cannot directly or indirectly provide an economic resource to, and/or (iii) cannot otherwise deal with in accordance with the Embargo. A party, who controls, is controlled by or is under common control with a Denied Party in accordance with the aforementioned definition, shall itself also be considered as a Denied Party. An entity is deemed to control another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority, or to otherwise direct the affairs or management of the other entity.

(1) Denied Party Status

The Buyer warrants and represents that, at the time of effectiveness of this Contract with the Seller, the Buyer itself is not a Denied Party.

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The Buyer shall notify the Seller in writing without delay whenever the Buyer becomes a Denied Party. Further the Buyer warrants and represents that it shall not cause the Seller to directly or indirectly deal with a Denied Party at any time.

(2) Embargo

2.1 The Seller shall be entitled to suspend performance of any or all portion(s) of this Contract with immediate effect at any time by notice in writing to the Buyer:

2.1.1 if the Buyer becomes a Denied Party; and/or

2.1.2 if an Embargo, directly or indirectly affecting the performance of the Contract by the Seller, is imposed or re-imposed; and/or

2.1.3 if the relevant authorities in connection with an Embargo do not grant the permits or approvals required for export of any deliverables under the Contract, prohibit further performance of any or all portion(s) of this Contract and/or otherwise affect the performance of the Contract by the Seller.

2.2 In the event of suspension pursuant to Article 2.1, the Buyer shall (i) reimburse to the Seller any and all cost in connection with the suspension, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, etc. and (ii) agree to a reasonable change order including extension of time. Furthermore, the Seller shall be entitled to overhead and reasonable profit on such cost.

2.3 Without prejudice to the Seller's rights pursuant to Article 2.1 and 2.2 and to the extent permitted by Embargo and/or other laws, the Seller and Buyer may mutually evaluate, if a continuation of the Contract in a different setup is possible. In such case, the Buyer is to agree to the Seller's reasonable change order proposal including extension of time and additional cost.

(3) Embargo & Denied Party Clause

For the purpose of this Article:

(i) "Denied Party" shall mean a party (A) to whom a Party (i) cannot sell to, (ii) cannot provide directly or indirectly provide an economic resource to, and/or (iii) cannot otherwise deal with in accordance with the Embargo. A party, who is directly or indirectly majority-owned and/or otherwise directly or indirectly controlled by a Denied Party according to the aforementioned definition, shall itself also be considered a Denied Party.

(ii) "Embargo" shall mean any law or regulation that directly or indirectly prohibits or restricts certain activity, export, re-export, direct or indirect transactions or direct or indirect dealings with certain persons or entities.

Either Party warrants and represents that,

(a) at the Effective Date, it is not a Denied Party; and

(b) it shall notify the other Party in writing without delay whenever it becomes a Denied Party; and

(c) it shall not cause the other Party to directly or indirectly deal with a Denied Party at any time.