

Art.1 Scope of application, Conclusion of the contract, Written form

(1) Our general terms and conditions of sale and delivery are to be held valid in the ordinary course of day-to-day business practices with businessmen/businesswoman and entrepreneurs, with corporate bodies under public laws or with special assets and/or entities under public law. The terms and conditions herein will prevail for all offers, deliveries and services rendered, unless individual agreements and/or terms and conditions deviating from the general terms and conditions of sale and delivery herein, are stipulated. Within the scope of consistent and continuous business relationships, said agreements will furthermore prevail for all future business transactions, without there being any need for further notices and/or notifications accordingly.

(2) By assigning the order and/or by unquestioned acceptance of the order confirmation and/or of the deliveries and services rendered, the Customer hereby acknowledges that the terms and conditions herein are binding.

(3) We hereby expressly object to any conflicting and/or deviating conditions set forth by the Customer. Our general terms and conditions of sale and delivery herein will by all means always prevail, even in the event that we may be outright aware of delivering compliant to any conflicting and/or deviating conditions set forth by the Customer.

(4) Unless as otherwise specifically provided for by you, our offers are hereby to be understood as being subject to change and/or confirmation without notice and, non-binding. A contract agreement will be deemed as having been stipulated with the customer subsequent to acceptance by us of the customer's order, issued either by way of a written order confirmation and/or by way of deliveries and services rendered. For us, the term of acceptance amounts to 4 weeks from the date of acquisition of the order.

(5) Any possible item properties and condition warranties and/or service life warranties, agreements on properties and conditions or declarations as to the utilisation, application and/or appropriateness of the delivery item(s) as well as any further miscellaneous collateral agreements will, in case of doubt, be deemed as being valid only if they are stipulated in writing. Any possible agreements as well as specifications set forth in our offers as to item properties and conditions and/or as to the utilisation of the delivery item(s) will override any possible specifications set forth in any of our brochures, drawings and figures, descriptions, pricelists and any other documentation and/or samples.

Art.2 Prices

(1) Our prices are to be understood as being expressed in EURO "ex works Illingen (D)" or any other venue as specified by us, with packing, freight, postage and customs costs plus value-added tax at legally valid rates, all excluded. Packing is provided at customer's expense and returns thereof will not be accepted.

(2) Our prices are calculated based on our costs occurring and valid as at the point in time our offer is issued upon. Should any increases occur in the foregoing costs between said point in time and the actual time of delivery, we are hereby entitled, subsequent to timely notification to the customer and prior to delivery of the goods, to adjusting the price in conformity with the cost increases sustained.

(3) Services duly rendered yet not specified in the order agreements, particularly in as far as samples and/or designs and projects provided upon the customer's request are concerned, will be subject to separate, additional invoicing.

Art.3 Payment conditions, Partial deliveries, Offsetting and Right of retention

(1) Unless otherwise stipulated, payments are to be executed immediately, without any deductions and free of transaction charges, to our designated account(s). Default is established as incurring 30 days after the payment due date, without any reminders being issued accordingly.

(2) We are hereby granted the right, despite any other provision to the contrary, of first of all offsetting customer payments against previous and/or older arrears. Upon the occurrence of expenditures and/or interests, we are hereby entitled to allocating payment amounts first against expenditures, then against interests and finally against the principal claim.

(3) In case of first-time customers or customers headquartered abroad, we hereby reserve the right to demanding advance payments or supply against cash on delivery.

(4) If a customer were to fall into payment arrears or in the event of circumstances arising, giving rise to misgivings about the Customer's creditworthiness, all pending receivables due to us by said Customer will immediately fall payable, regardless of the relative payment deadlines previously agreed upon. In any such cases we are furthermore entitled to executing any remaining services still to be rendered, only against prepayment or against collateral security.

(5) We are hereby entitled to performing partial deliveries and, to separate invoicing thereof.

(6) The Customer is allowed to offset counterclaims and/or to substantiate right(s) of retention only if duly acknowledged by us, or if judicially awarded accordingly.

Art.4 Delivery lead times and delivery defaults

(1) To the extent that deliveries may not be performed from our inventory stocks, orders will be undertaken only subject to correct and punctual supply to ourselves by our suppliers.

(2) The specified delivery lead times (i.e. the term for delivery or the delivery date) are, in case of doubt, always to be understood as being merely approximate. A stated term for delivery will commence as of the date that the order confirmation is issued upon. It will nevertheless not commence before the overall details of the order processing requirements are perfectly clear and unless all requisite conditions have been duly fulfilled by the Customer, particularly in as far as any advance payments are concerned. The delivery period shall be deemed to have been met if either the items on delivery have left the factory within the expiry of the delivery deadline, if forwarding of the delivery items is not possible without any faults being attributable to us, or if at least notification on readiness for shipment has been duly given to the Customer.

(3) Compliance with our delivery commitments implies the timely and orderly fulfilment of all relative commitments, by the Customer.

(4) In all events of breakdowns and/or failures in business procedures and/or operations, particularly due to labour disputes, to cases of force majeure, to unforeseeable operation failures and/or to official interventions that cannot in any way be attributable either to us or to our upstream suppliers and/or subcontractors, then the delivery lead times will be extended accordingly. We cannot furthermore be required to account for any of the foregoing circumstances, in the event that they were to occur during already existing defaults in delay. If, in the long run, any of said obstacles and/or hindrances were to make it impossible for us to perform, we are hereby granted the right to rescind from the contract, either in whole or in part. Claims for damages arising due to said rescission, are hereby not admissible.

(5) In the event that the delivery lead time is exceeded for reasons that can in fact be attributable to us, we will be deemed as being in delivery default if, after the stipulated delivery time the customer demands performance of delivery, in writing, within a set time limit of at least 3 (three) weeks and if said time limit elapses with delivery still not performed by us. In said case the Customer is entitled to levying, for each full week of delay, a flat-rate delay-penalty charge amounting to 0.5 % of the overall supply value, for a maximum of 5 % of said overall supply value. Further claims to be per the provisions of Art.8 subsequently herein.

(6) If the Customer were to grant us a reasonable additional grace period amounting to at least 4 (four) weeks after we have already fallen into delivery default, then the Customer is hereby entitled to rescind from the contract, if said grace period elapses with delivery still not performed by us. In view of legal requirements, the appointment of a date is superfluous. In case of default, upon demand by us and within a reasonable time limit, the Customer is hereby committed to declare whether delivery is still requested.

(7) Once the originally stipulated delivery time has elapsed, we are entitled to performing delivery. In the event that the customer were to need or to require that the delivery items are stocked on our premises, (we are entitled) to invoicing the overall supply including the relative storage expenses, subject to immediate payment. The overall, additional surcharges incurring hereby, will be stated and charged separately on the invoice.

Art.5 Call-off orders, Default of acceptance

(1) Call-off orders must be called-off latest within 6 (six) months from the date our order confirmation is issued upon. Once said time limit has elapsed we are entitled to granting the customer a reasonable additional grace period amounting to a minimum of 14 days, for call-off within a reasonable time limit and, if said grace period were to elapse unsuccessfully, we are hereby entitled, at our own option, to either demand acceptance of the items not yet called off and to proceed with invoicing the same or to decline from delivery and to claim for losses or indemnities suffered due to non-performance.

(2) If the Customer were to incur in default of acceptance, we are entitled to levying, for each full week of default, a flat-rate delay-penalty charge amounting to 0.25 % of the overall supply value, for a maximum of 10 % of said overall supply value. The customer hereby retains the right to provide evidence of a lower loss, whilst we hereby retain the right to providing evidence of a higher loss. If, after elapse of a reasonable additional period of grace amounting to at least 4 weeks, the customer were to refuse acceptance or if shortly before said time limit the customer were to expressly declare non-acceptance, we are hereby entitled to rescind and terminate the contract and to claim for losses or indemnities suffered due to non-performance.

Art.6 Risk and transportation perils

(1) The risk(s) is(are) hereby duly transferred to the Customer whenever the Customer were to incur in default of acceptance, or if the delivery items are despatched to the Customer, including when the items are sent to the Customer free of transportation charges or if delivery is carried out with our own