

# Terms of Payment and Delivery

## 1. Validity

All sales are subject to the following terms of payment and delivery, the contents of which are considered to have been acknowledged by the customer when an order is placed or an order acknowledgement accepted without objection.

## 2. Miscellaneous

All commitments and agreements which conflict with or exceed the scope of the following conditions, require for their validity our express written confirmation. The customer's conditions of purchase, delivery and payment are acknowledged by us only insofar as these comply with our own conditions. We reserve the right to correct obvious errors in our catalogues, price lists, quotations, order acknowledgements and invoices. Moreover we reserve the right to reject any legal claims arising from incorrect information.

## 3. Prices

All prices contained in price lists, quotations and order acknowledgements are subject to change without notice and are valid in EURO or in the currency indicated in the respective quotation or order acknowledgement. These prices do not include VAT, are valid from stock and exclude packaging, carriage, freight charges, insurance and other expenses. The prices are based on our suppliers' listed prices as known to us on the date of order. Should these prices change before the invoice has been issued, we reserve the right to use the changed listed prices in our invoice.

A processing fee of EURO 25,00 is charged for test reports, documentation, certificates, factory approvals etc. additionally requested or requested at a later date.

All entries in catalogues, brochures, circulars, advertisements, illustrations and price lists concerning weights, measurements, capacities, prices, outputs etc. are not binding. This information is binding only if explicitly referred to in the contract.

## 4. Delivery and Transfer of Risk

Dispatch and transport are performed at the customer's own risk, even if the goods are sent free domicile. All risks are transferred to the customer once the goods have left the respective warehouse or customs office.

We provide transport insurance against damages of all kinds which is charged at the rate agreed with the insurance company. The loss of or damage to goods in transit does not in any way release the customer from his or her obligation to settle the invoice. We provide proof of dispatch. Insofar as a particular mode of dispatch has not been requested, we are permitted to choose the mode of dispatch ourselves. Freight charges are to be borne by the customer. If the goods are dispatched by express delivery, express parcel post or by a similar mode, the additional charges incurred must be reimbursed by the customer. The latter applies also in cases where the deadline for delivery has expired.

Part shipments are permitted.

## 5. Delivery Period and Right to Rescind, Right of Retention

If we are unable to meet the agreed deadline for delivery, the customer is obliged to grant an adequate extension of the delivery period commencing on the day on which it is declared in writing that we are in default. Any claims for damages are ruled out. However this does not apply if we, for our part, are guilty of intent or gross negligence.

The customer shall be informed of all disruptions to business which we cannot answer for, particularly strikes and lockouts, acts of God in addition to disruptions in our factory and in our suppliers' factories which may affect delivery times.

The customer is entitled to withdraw from the contract if, in such cases, following the expiry of the agreed delivery deadline, he or she sends a written reminder concerning the delivery and threatens to withdraw from the contract while setting an appropriate deadline for this withdrawal. The customer is not entitled to any claim to damages in such cases. We are not obliged to deliver goods if the manufacturer does not supply the goods to us despite repeated requests and threats to institute legal proceedings or in the event of an act of God. We are entitled to withdraw from the contract only on condition that the product or products cannot be obtained from other suppliers and that the aforementioned circumstances were made known to us subsequent to the signing of the contract and provided that the reason for our not being informed of these circumstances is not gross negligence. We are obliged to inform the customer immediately. A claim to damages by the customer is ruled out. Delivery deadlines are considered as met when the goods have left our warehouse or have been declared ready for dispatch.

The customer does not fulfil his or her payment obligations, we are entitled to retain the goods. This applies until such time as all payment obligations have been fulfilled.

If the customer does not purchase the goods despite a reminder within an appropriate period of time, we are entitled to claim 15% of the net value of the goods as compensation without any further proof. The assertion of extensive claims for damages is not ruled out.

## 6. Packaging

Packaging is charged at cost price and is non-returnable.

## 7. Reservation of Proprietary Rights

The objects delivered remain our property until we have no further claims on the customer deriving from the order or arising from any current or future reasons. If the objects subject to our proprietary rights are processed to give new mobile objects, we are granted joint ownership of these objects. Our share is determined by the ratio between the cost of our processed materials and the value of each of the new objects during the processing period up until their completion. Should a third party acquire ownership of objects which are subject to our sole or joint reserved ownership rights, the customer is obliged to assign to us his claims on the third party for the price or countervalue. If this price or countervalue also covers other objects, the assignment is valid only for a proportionate fraction of the total value. The customer is obliged to inform us immediately of all levies of execution or other restrictions on our property or joint property or on the claims assigned to us. We reserve the right to request the customer at any time for any information required to assert the validity of our rights; moreover we reserve the right to request the customer to inform the debtors against whom we hold the assigned claims of this assignment in writing.

## 8. Warranty

The supplier must be informed immediately in writing of all material defects. In the case of noticeable defects the supplier must be informed within 6 days after receipt at the latest. In the case of defects which are not noticeable, the supplier must be informed of these defects as soon as they become evident.

All consignments which arrive in a damaged state must be examined immediately in the presence of the delivery agent. If the goods are noticeably damaged on the exterior at the time of delivery, the recipient is obliged to declare these damages to the carrier on the receipt acknowledgement slip, giving information of a general nature on the loss or damage involved. The recipient is obliged to notify the delivery agent immediately in writing of any damages not obviously discernible, on

the sixth day after delivery at the latest. An assessment of the damages must be sent to us immediately.

We provide a guarantee for the parts we deliver over a period of 12 months from the date of delivery and is such that unuseable or damaged parts resulting from poor materials, substandard construction or poor design are repaired or replaced at our option and free of charge. Wearing parts are excluded from the guarantee. The parts involved are to be delivered free domicile to our factory in Salzgitter. Any claims under guarantee will be fulfilled on site only if it is not possible to transport the goods involved to our factory; travel costs and labour costs must be borne by the customer.

In case of improper installation, treatment or use, effects damaging to material arising from components of gases which exceed the level of impurity permitted by the norm, or incompetent repair work performed by the purchaser or a third party, any guarantee claims will be rejected. The customer is not entitled to repair any defects himself or to have these defects repaired by a third party at our expense without our consent. Nor is he entitled to lay claims to a price reduction on the grounds of such repair work. We refuse to pay for damages arising due to incorrect treatment, unsuitable working materials etc. Guarantee claims are no justification for the retention of any payments due.

## 9. Indemnity

Claims for damages resulting from impossibility of performance, positive violation of contractual duties, the violation of mutual confidence in the preparation of a contract or unlawful acts are ruled out unless they are a result of intent or gross negligence. In this case the customer is entitled to exercise his or her right to rescind, to the exclusion of all other claims. The legal regulations governing partial default or partial impossibility of performance are not affected in such cases.

## 10. Payment Conditions

Invoices for the delivery of materials and fittings are payable without reduction 30 days following the invoice date.

We are permitted to request a deposit or an advance payment of the invoiced amount.

For invoices for installation work, the following mode of payment applies with no reductions

30 %	when order is placed or acknowledged
40 %	immediately following delivery of materials or commencement of installation work
20 %	Immediately following completion of installation work
10 %	within 14 days following completion of installation work

For installation work, the latest edition of our conditions of installation apply.

If these payment deadlines are exceeded, we are entitled to charge interest in arrears from the settlement date at the fixed rate for bank loans.

Any payment agreements deviating from the above will be confirmed separately. Bills of exchange will be accepted only with our prior declaration of consent and following a special agreement.

The discount charged to us by our bank must be refunded in all cases. The merchandise is considered paid when the bill of exchange has been honoured.

We are entitled to demand advance payments in cash amounting to the order value of circumstances arise or are made known which present difficulties in the granting of a loan for the amount involved.

The customer is not permitted to refuse to fulfill his payment obligations on the grounds of any counterclaims. Nor is he allowed to retain payment of these grounds or to offset payment using counterclaims, unless we, for our part, have acknowledged these counterclaims or unless these counterclaims are legally determined.

Fees for consultation and the elaboration of projects are calculated in accordance with the latest addition of the HOAI regulations governing the practice of architects and engineers in accordance with the listing of professional fees which applies to § 56 Para. 1 - Zone 2, insofar as no other agreement has been made.

## 11. Returning Goods Against Credit

Goods sold on the basis of a purchase agreement which has been properly fulfilled may not be returned. In exceptional cases we may decide for reasons of good will to allow goods to be returned on condition that the customer accept the following conditions:

- Returned goods are accepted only with our express written agreement.
- Returned consignments must always be delivered freight prepaid.
- For returned goods we charge 15% of the net value of the goods.

A minimum charge of EURO 30,00 applies.

- Special productions, designs and consignments which have been produced or acquired specially for a particular order are excluded from cancellation and return.

## 12. Data Protection

In accordance with the BDSG (federal law on data protection) § 26 we wish to inform you that all data required for the performance of our business operations is stored.

## 13. Place of Fulfillment and Jurisdiction

The place of fulfillment and jurisdiction for all rights and obligations of both contracting parties is Salzgitter, Germany.

## 14. Miscellaneous

We reserve the copyright and ownership right for cost estimates, drafts, drawings, catalogues, data carriers etc. Such documents or photocopies of these documents may not be made accessible to third parties without our express written permission.

The supplier reserves the right to pass any orders which have been acknowledged, on to third parties or to companies in which the supplier holds a share.

All excavation work, masonry, plastering, painting, morfice work, insulation and foundation work are on all accounts excluded from our range of work.

German law applies as agreed in all cases with the exception of the law on the international sale of mobile objects (in accordance with the Hager agreement from 1.07.1964), the application of which is ruled out.

Should individual sections of these conditions of business or a regulation within the scope of other agreements be ineffective or rendered same, this shall not affect the validity of all other regulations or agreements.

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