

## **Terms of Delivery and Payment**

### **1. Scope of Deliveries or Services**

The scope of deliveries or services shall be governed by the mutual written declarations of the parties. If a contract has been concluded without such declarations the deliveries or services shall be governed by the written acknowledgement of order from the supplier or, if such acknowledgement of order has not been issued, by the written order of the buyer.

Minimum order value should be 150 €, for orders with lower value we reserve the right to add additional handling fee of 25 EURO.

### **2. Prices and Terms of Payment**

Prices shall be FCA Sinsheim-Hilsbach (INCOTERMS 2020) and in Euros (in the event of deliveries abroad we reserve the right to select the respective currency). Prices shall not be binding for repeat orders. Prices shall be exclusive of value-added-tax which shall be added at the applicable statutory rate.

Unless otherwise agreed, the term of payment, which shall be adapted to the respective circumstances, shall be 14 days from the date of invoice or date of shipment. Payment shall always be made to us, not to our representatives. Date of receipt of payment shall be the day on which we can dispose freely of the amount. If payments are delayed or deferred the customary interest charged by banks for open credit shall be applied until payment is made.

### **3. Delivery Time**

The period for deliveries or services shall commence on the day the agreement between the buyer and the supplier is available in writing. Timely delivery shall be subject to the timely receipt of all documents that need to be furnished by the buyer, necessary licenses and releases, timely clarification and approval of plans and observance of the agreed terms of payment and other obligations.

The delivery period shall be appropriately extended in the event of circumstances relating to labor disputes, in particular strike and lockout, as well as in the event of circumstances which are unforeseeable and beyond the control of the supplier if it can be demonstrated that these circumstances substantially affect the completion or delivery of the goods to be delivered. Such shall also apply if these circumstances occur at sub-suppliers. The aforesaid circumstances shall likewise not be the responsibility of the supplier if they occur during an already existing delay. In important cases, the supplier shall inform the buyer as soon as possible of the beginning and end of such hindrances.

### **4. Passing of Risk and Taking Delivery**

Risk shall pass to the buyer even when delivery carriage paid has been agreed. If the delivery does not include installation or assembly, the risk shall pass at the time when the ready-for-use goods have been brought to shipping or picked up. Packing shall be performed with best care. Shipment shall be carried out to the buyer's best judgment. Upon the request and at the expense of the buyer the shipment shall be insured by the supplier against breakage, damage in transit and fire.

The buyer shall take delivery of the goods even if these have minor defects; partial deliveries shall be permissible.

### **5. Retention of Title**

We shall retain ownership of all goods delivered until each and every claim we may have against the buyer has been satisfied. The buyer may neither pledge nor assign the delivered goods by way of security. If the item delivered is seized or confiscated or subject to other third-party intervention, the buyer shall immediately inform the supplier thereof. If the buyer is in breach of contract, in particular if the buyer is in default of payment, the supplier has the right to take back the items delivered after a reminder, and the buyer shall be under the obligation to surrender them. An assertion of retention of title as well as seizure of the goods delivered by the supplier shall not be considered as withdrawal from the contract.

## **6. Liability for Defects**

Any further claims excluded, the supplier shall be liable for defects in the delivered goods, including the absence of expressly warranted characteristics, as follows.

- a) At the discretion of the supplier and in its fair judgment, all parts which within 6 months from start of operation have become unusable or have become markedly impaired in usefulness shall be repaired or replaced free of charge. If shipment, installation or start of operation is delayed without fault of the supplier the liability shall expire 12 months after passing of risk at the latest.
- b) The right of the buyer to assert claims based on defects shall in all cases be subject to a limitation period of 6 months from the day of the timely notification of the complaint, however not before the warranty period expires.
- c) Warranty shall be excluded for damage caused by unsuitable or improper use, incorrect assembly or operation by the buyer or by any third party or due to natural wear and tear.
- d) After prior consultation with the supplier, the buyer shall grant the supplier the time and opportunity deemed necessary by the supplier in its fair judgment to accomplish all required repair work and replacement deliveries; otherwise the supplier shall be released from its liability for the defects.
- e) With respect to the direct costs incurred by the repair work or replacement delivery the supplier shall bear the costs of the replacement including. Any further costs shall be borne by the buyer.
- f) All liability for consequences of any inexpert alterations or repairs carried out by the buyer or by any third party without the prior consent of the supplier shall be waived.
- g) Any further claims by the buyer, especially claims for damage not affecting the actual delivered goods themselves, shall, if permissible by law, be excluded.

## **7. Right of Buyer to withdraw from the Contract**

The buyer may withdraw from the contract if the supplier is definitely unable to provide the full performance before the passing of risk. The buyer shall furthermore be entitled to withdraw from the contract if the supplier, through its own fault, fails to provide performance within a reasonable grace period granted to it in order to perform repair work or replacements for a defect for which the supplier was responsible within the meaning of the terms of delivery. The buyer's right to withdraw shall also be effective in the event of impossibility of performance or inability to provide repair work or replacement by the supplier. All and any further claims of the buyer, in particular claims for cancellation of contract, termination or price reduction as well as for compensation for damage of any kind, also for damage not affecting the actual delivered goods themselves, shall, if permissible by law, be excluded.

## **8. Right of Supplier to Withdraw from the Contract**

The contract shall be adapted in a reasonable manner where unforeseeable circumstances within the meaning of item 3 of these Terms of Delivery occur and if, subsequently, performance proves to be impossible. If this is not justifiable from an economic point of view, the supplier shall have the right to withdraw from the contract, either in part or in its entirety. Claims for damages by the buyer on account of such withdrawal shall be excluded. If the supplier wishes to avail itself of its right to withdraw from the contract, the supplier shall notify the buyer thereof without delay, even if an extension of the delivery time had previously been agreed with the buyer.

**9. Place of Jurisdiction**

If the buyer is a general merchant [*German "Vollkaufmann" = a merchant who has been entered as such in the commercial register*], a corporate body under public law or a special fund under public law, for all disputes arising out of the contractual relationship actions shall be brought at the court having jurisdiction at the supplier's principal place of business or at the supplier's branch office effecting delivery. The supplier shall also have the right to bring an action at the buyer's principal place of business.

**Additional Agreements**

Any additional agreements shall be effective only if they have been confirmed in writing.