

## **GTC - General Terms and Conditions**

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### **I Conclusion of contract and scope of delivery obligation**

1. The order is only deemed to have been accepted when it is confirmed in writing by the Supplier: until then the Supplier's offer is deemed to be unbinding. Supplements, amendments or separate agreements made by telegraph, telephone or orally must also be confirmed in writing by the Supplier in order to be effective.
2. The written confirmation of order by the Supplier is crucial for the scope of delivery. Dimensions, weights, illustrations and drawings are only binding for the execution if this is expressly confirmed in writing. Weights and case dimensions are stated approximately at best discretion, but without being binding.
3. The operating instructions are included in the scope of delivery of machinery and equipment. The Ordering Party is responsible for ensuring that the instructions are present prior to connection and starting up and for observing the directions.

### **II Price and payment**

1. All prices are quoted without including value-added tax. The value-added tax valid at the time of delivery shall be billed separately.
2. Unless otherwise agreed, the prices apply ex-works including loading at the works, but without packing. The prices valid on the day of delivery shall be billed.
3. Payment shall be made in accordance with the agreement made. Cheques and bills are only accepted on account of payment. If payment dates are exceeded, annual interest rates 1% above the officially acknowledged bank discount rate valid for the Supplier's place of business, but as a minimum 5%, shall be billed without it being necessary to give notice of default. Retention of payments or offsetting with counterclaims of the Ordering Party is not permitted, unless these are undisputed or have been found legally effectively by a court of law.

### **III Delivery time and transfer of risk**

1. The delivery period shall commence as soon as all details of the execution have been clarified and both parties are in agreement about all conditions of the business, and it relates to the date of completion at the plant. Observation of the delivery date presupposes fulfilment of the contractual obligations of the Ordering Party. Unforeseeable events lying outside the will of the Supplier – at its own plant or at sub-Suppliers – shall extend the delivery period appropriately, even if they occur during a delay in delivery.
2. If the Supplier is in default through his own fault, in the event of a loss/damaging event the Ordering Party can claim compensation of at most 1/2 percent of the price of the delivery in arrears for each full week of delay, but under no circumstances more than 5 percent of the value of the delivery in arrears altogether. Further claims for compensation are excluded, unless gross negligence or deliberate intent on the part of the Supplier are proven.
3. Partial deliveries are admissible.
4. The risk is transferred to the Ordering Party on dispatch ex works, even if freight-free delivery was agreed. If the dispatch is delayed by the fault of the Ordering Party, the risk shall be transferred to the Ordering Party already on the day of readiness for dispatch; insurance against transport damage shall only be taken out at the direction and cost of the Ordering Party.

### **IV Liability for defects in the delivery**

1. The Supplier shall be liable for defects in the delivery, which also include the lack of expressly assured properties, with exclusion of further claims only in that the Supplier must, at his choice, free of charge, repair or deliver new replacements for all those parts that become unfit for use within 6 months after the day of delivery. The defects must be reported to the Supplier promptly in writing and the relevant parts must be sent to him on request. The precondition for liability is faulty design or defective execution: the Supplier is only liable for material defects in as far as he should have recognised the defect if expert care had been applied. No liability is assumed for damage due to natural wear and tear and damage for which the Ordering Party is responsible. For third party products, the liability of the Supplier is restricted to assigning the liability claims to which he is entitled against the Supplier of the third party products.
2. The Ordering Party shall have no further claims, especially not claims to compensation for damage not sustained on the object of delivery itself, unless gross negligence or deliberate intent on the part of the Supplier are proven.
3. The Ordering Party shall grant the Supplier free of charge the necessary time and opportunity to make all changes appearing necessary to the Supplier and to supply replacement parts or replacement machines, and shall make auxiliary staff available to him on request.
4. The Supplier is not obliged to eliminate defects as long as the Ordering Party has not fulfilled his payment obligations. Moreover, the Supplier shall not be liable if the repair or substitute performance is rendered more difficult by independent repair work by the Ordering Party.

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### **V Right of withdrawal**

1. The Ordering Party shall have a right to withdraw if the Supplier allows a reasonable period granted to him for eliminating a defect for which he is responsible to expire without satisfaction, or if the Supplier refuses to eliminate a defect proven to him; all other claims by the Ordering Party are excluded, especially all claims to compensation for damage in as far as no gross negligence or deliberate intent of the Supplier is proven.
2. The Supplier shall have the right to withdraw if it becomes known to him after conclusion of the contract of sale that the financial situation of the Ordering Party is unsatisfactory. The Ordering Party shall bear the expenses incurred by the Supplier.

### **VI Reservation of ownership**

1. The Supplier retains the ownership of the subject of delivery until receipt of all payments under the delivery contract. At the request of the Ordering Party the Supplier is obliged to release security at his choice in as far as its value sustainably exceeds the claim by more than 20%.
2. The Supplier is entitled to insure the subject of delivery at the cost of the Ordering Party against fire, water and other damage unless the Ordering Party has demonstrably taken out insurance cover himself. Claims of the Ordering Party against the insurer shall be assigned to the Supplier for the sake of security.
3. The Ordering Party may not assign or transfer the subject of delivery by way of security. In the event of attachment and seizure or other dispositions by third party he must notify the Supplier immediately.
4. The assertion of the reservation of ownership and attachment by the Supplier shall not be deemed as withdrawal from the contract unless the law concerning instalment purchases applies.

### **VII Industrial property rights**

1. We reserve the ownership and copyright of illustrations, drawings, models, plans, software, samples and other documents. These may not be duplicated or made accessible to third parties without our consent and are to be returned to us promptly, carriage paid, on request or in the case of non-fulfilment of the order.
2. If third party industrial property rights are infringed by the fabrication of the products in accordance with drawings, models, samples or other data provided by the Ordering Party, the Ordering Party shall save us harmless from all claims.
3. If the order is not issued to us, we are entitled to require reasonable payment for the models, drawings, plans or other documents we have drawn up.

### **VIII Delivery and assembly at the works of the Ordering Party**

1. The Ordering Party shall reimburse the costs of assembly labour and per diems. The same applies for overtime and work on Sundays and public holidays. Travel times and waiting times are deemed to be work times. The costs of outward and return travel shall be reimbursed by the Ordering Party.
2. The preparatory work for the assembly must have been concluded by the start of assembly. It must be possible to perform the assembly work without hindrance.
3. The Ordering Party shall assume the provision of auxiliary staff on request at his cost for assembly, unloading and transporting the subject of delivery to the place of erection and shall provide the equipment necessary for erection and the consumables necessary for commissioning.
4. The provision of auxiliary staff and equipment for assembly, repairs and inspections shall be performed as required under the Ordering Party's own responsibility.
5. Further details of remuneration, liability etc. shall be agreed separately for each seconding of fitters.
6. Conditions for executing assembly work, repairs and service inspections also apply for free services and for works within the framework of the warranty.