

I. Quotations

Documents which are part of the quotations like drawings, images, indications of weight and measurements are only approximately authoritative, as long as they are not explicitly stated as binding. The supplier reserves its right of ownership and copyright on all drawings and other documents, they must not be communicated to third parties. Any documents which are identified as confidential by the customer can be given to third parties by the supplier only if the buyer agrees. The purchasing conditions of the customer are only valid for us if we specifically confirm them.

II. Range of delivery

The written order confirmation issued by the supplier is relevant for the range of the delivery, in case of a supplier's quotation with time commitments and if the quotation has been accepted in due course, provided that no order confirmation was issued on time. Promises of characteristics, side arrangements and changes of the delivery must be confirmed in writing by the supplier. Design and form changes of the delivered goods can be rightly made by the supplier, as long as the delivered goods are not fundamentally modified and that the changes can be borne by the buyer.

III. Price and payment

1. If not agreed otherwise all prices are stated ex works excluding packaging. The legal VAT has to be added to the prices. If the delivery is to be made more than four months after the order, then the supplier's prices on delivery date will be invoiced.
2. If not agreed otherwise, payments must be made in cash immediately after invoice reception without any deduction and free to the payment point of the supplier.
3. Any payment retentions or deductions against any claims that the buyer may have against the supplier are not admissible.
4. We can demand that eventual downpayments from final consumers to the buyer for our products are paid over to us or that the end consumers pay them directly.
5. Non-compliance of our payment terms or circumstances known to us after the sale that could diminish the soundness of the buyer have the consequence that all our receivables are due immediately without any consideration for the runtime of drafts. They entitle us furthermore to deliver outstanding goods only against pre-payment or tender of securities and, after an appropriate period of time, to cancel the conclusion. As long as we have receivables, we are entitled to demand tender of securities.

IV. Time of delivery

1. The period of delivery starts when the order confirmation is sent, but not before the buyer has produced all necessary documents, approvals, and authorizations, nor before the reception of an agreed down-payment.
 2. The period of delivery is complied with when the goods have left our factory until the agreed deadline or if until then the delivery readiness has been notified.
 3. The period of delivery extends adequately with actions during labour conflicts, especially during strikes and lock outs as well as for hindrances which are outside the supplier's influence as far as such hindrances demonstrably have a relevant influence on the manufacturing or delivery of the goods. This also applies if these circumstances occur at the factories of our suppliers.
- The circumstances described above are also not covered by the supplier if they occur in a situation where the goods are already late on delivery. In important cases, the buyer will be informed as soon as possible about start and end of such hindrances by the supplier.
4. If damages occur for the buyer on late delivery under the supplier's responsibility, he is entitled to claim for compensation, under exclusion of any other requirements. Its amount is 1/2 of 100, in total however 5 of 100 per full late week of the value of the part of the total delivery that could not be used on time or that could not be delivered according to the sales contract.
 5. If the forwarding is delayed on the buyer's wish, we will invoice, starting one month after the notification of the delay, the costs of storage on the supplier's premises, but at least 1/2 of 100 of the total invoice for each month. However, the supplier is entitled, after notifying the buyer about a relevant period of time and the non-compliance of it, to dispose of the goods in other manner and to deliver the merchandise to the buyer with a relevantly extended period of time.
 6. Complying with the delivery period implies fulfillment of the buyer's contractual commitments.

V. Transfer of perils and acceptance

1. The peril is transferred to the buyer at the latest when the goods are shipped, including partial deliveries or if the buyer took over the performance of other tasks, for example the payment of shipping costs or local delivery and assembly. If the buyer wishes so, the goods can be insured against theft, breakage, transport damage, fire or water damages, as well as other insurable risks, at his expense.
2. If the shipment is delayed by the buyer's fault, the peril is transferred to him on the day the goods are ready to be sent, but the supplier is committed to provide the demanded insurance policies.
3. Delivered goods must be accepted by the buyer even if they show irrelevant defects irrespective of the rights resulting from paragraph VII.
4. Partial deliveries are allowed

VI. Property reservation

1. The goods remain our property including following extensions, as long as we have receivables from the business relation. This is also valid after incorporating claims in existing invoices after their balance, as well as for new claims after balancing the customer's account. Checks and drafts do not change the account's balance upon incorporation into accounting, but only when they are completely honored.
2. The buyer can issue the delivered goods only in normal course of business, as long as he is not late. He is not allowed to bond the goods, transfer their property for any coverage, nor can he dispose of them otherwise.
3. All receivables the buyer is entitled to from a resell or any other legal grounds are herewith handed over to us. These receivables will serve us as a security up to the amount of the sold goods under reservation including all claims related to the object of sales, for example spare parts and accessories, transport and insurance costs. Upon our demand, the buyer will notify third party debtors about the handover, will give us all necessary information to perform the claims and will hand over all relevant documents.

4. If the buyer sells the goods under reservation to a customer, who is financing his debt with a bank credit or similar, the claim of our buyer purchased from the credit institute is also considered transferred to us in advance, as long as we have receivables to get from the buyer according to nr 1.

5. Access to the goods under reservations or transferred claims must be notified to us by the buyer immediately. He has to insure the goods under reservation at his expense and produce proof of this upon our demand.

VII. Liability for deficiencies of deliveries

The supplier is liable for deficiencies of deliveries excluding any other claims and irrespectively of article IX 4 as follows :

1. All the parts which are proved not useful or significantly damaged on circumstances concerning transfer of peril, - especially because of faulty design, bad material or imperfect execution must be repaired or replaced at best cost and at the supplier's discretion. The discovery of such defects must be notified to the supplier immediately in writing. Replaced parts become property of the supplier. The liability of the supplier ends at the latest 12 month after the transfer of peril. For relevant external parts, the liability of the supplier is limited to the transfer of the liability claims the supplier is entitled to towards the manufacturer of such parts.
2. The right of the buyer for claims concerning defective merchandise is in all cases void 6 month after the duly transmitted notification, but at the earliest after expiration of the warranty period.
3. No warranty will be given for damages resulting for the following reasons: Improper or incorrect use, defective assembly, initial operation by the buyer or a third party, normal wearout, wrong or careless handling, unsuitable operating resources, replacement materials, chemical, electrochemical or electrical influences, as long as they are not proved to be the supplier's fault.
4. After mutual communication, the buyer must give the supplier adequate time to correct the defects at best expense and discretion, otherwise the supplier is freed from the default liability. The buyer has the right to repair the defects himself or to have the repairs performed by a third party and to claim reimbursement of the necessary expenses.
5. From the necessary costs to repair the defect, the supplier will bear - as long as the claim is rightful - the cost of the spare parts including the shipment as well as the cost of dismantling and remounting it, and further, if this can be performed at best expense, the cost for sending his own technicians and aids. All other costs are borne by the buyer.
6. The warranty time for the replacement part and its replacement is of 3 month, but is valid at least until expiration of the original warranty period of the delivered good. The liability period for the delivered good is extended of the period of the repair for which the device could not function.
7. The liability and warranty for the consequences of improperly performed tasks by the buyer or a third party is voided
8. Further claims of the buyer, especially claims for reimbursement of damages which did not occur on the delivered device itself are, as far as they are legally permitted, totally excluded.

VIII. Liability for collateral duty

If by the supplier's fault the delivered goods can not be used according to the sales contract due to neglected advice, defaulted or failed execution of suggestions or advices and other collateral duties - especially concerning operation and maintenance - provided before or after the contract conclusion, the rules of paragraph VII and XII apply accordingly under exclusion of any other buyer's claims.

IX. Right of the buyer for withdrawal

1. The buyer can retract from the contract if the providing of the service before the transfer of peril is proven definitely impossible for the supplier. The same applies on incapacity of the supplier. The buyer can also withdraw from the contract if on one order of similar items the execution of some parts of the order becomes impossible due to the quantity and if the buyer has a legitimate reason to refuse partial delivery, if this is not the case, the buyer can lower the counterservice accordingly.
2. If the order execution is running late, according to the stipulations of paragraph IV and if the buyer allows a relevant period to comply with the delivery date, but states expressly that after the expiration of this deadline he will not accept the delivery, and if this deadline is not complied with, he is allowed to withdraw from the contract.
3. If impossibility occurs during the late execution or on the buyer's fault, he remains committed to his counterservice.
4. The buyer has furthermore the right to withdraw from the contract, if the supplier let a deadline for repairing a defect or delivering a replacement part for defaults under his responsibility elapse unsuccessfully. The buyer's right for withdrawal applies also in case of impossibility or incapacity of the supplier to repair the defect or to supply the replacement part.

X. Right of the supplier for withdrawal

In the case of unexpected events according to paragraph IV of the delivery terms, provided that they significantly affect the economic impact or the content of the service or if they have a heavy impact on the supplier's factory and for the case of later occurring impossibility, the sales contract is adjusted accordingly. As long as these events can not be economically justified, the supplier has the right to withdraw from the contract. Damage claims from the buyer on such events are not accepted. If the supplier wants to withdraw from the contract, he must notify the buyer immediately after having analyzed the impact of the situation, even in the case when a delivery time extension was negotiated with the buyer beforehand.

XI. Jurisdiction

For all disputes resulting from the contract, the place of jurisdiction is Hamburg.