

Terms of Delivery and Payment

I. General

1. All deliveries and services are based on these conditions as well as any separate contractual agreements. Deviating purchasing conditions from the buyer will not become content of the contract also through the acceptance of the order.

A contract - lacking a special agreement - comes into being with the written order confirmation from the supplier.

2. The supplier retains property rights and copyrights for samples, cost estimates, drawings and similar information of a physical and immaterial manner - also in electronic form; they may not be made accessible to third parties. The supplier is obligated to only allow third party access to information and documents identified by the buyer as confidential with their consent.

II. Price and payment

1. Lacking a special agreement, the prices apply ex works including the loading in the plant, however, not including packaging and unloading. The value added tax in the respective legal amount will be added to the prices.

2. Lacking a special agreement, the payment must be made without any deduction to the supplier's account and this must be done according to the following schedule:

- 50% of the order value upon receipt of the order confirmation,
- 40% after delivery or beginning of assembly or notification of the readiness for dispatch,
- 10% after acceptance by the client, however, at latest 30 days after commissioning.

3. The buyer is only entitled to the right to retain payments if their counter-claims are undisputed or legally asserted.

4. The buyer is only entitled to set off counter-claims from other legal circumstances if they are undisputed or legally asserted.

III. Delivery time, delivery delay

1. The delivery time results from the agreements from the contract parties. Its compliance by the supplier requires that all commercial and technical questions between the contract parties have been cleared up and the buyer has fulfilled all of their obligations, for example, the provision of required regulatory permits or authorisations or has provided an advance payment. If this is not the case, the delivery time will extend appropriately. This does not apply if the supplier is responsible for the delay.

2. The compliance of the delivery time is under the reservation of correct and punctual self-delivery. The supplier will inform of any delays as soon as possible.

3. The delivery time is complied with if the object of delivery has left the supplier's plant before the time has expired or the readiness for delivery has been reported. If an acceptance must occur, the acceptance date - except in the event of an entitled refusal to accept - is decisive; the notification of the readiness for delivery is an aid here.

4. If the delivery or acceptance of the object of delivery are delayed due to the buyer's fault, the costs arising through the delay will be charged against them beginning with one month after notification of the readiness for delivery or acceptance.

5. If the non-compliance of the delivery time is due to force majeure, labour disputes or other events that are outside of the supplier's sphere of influence, the delivery time will be extended appropriately. The supplier will inform the buyer of the beginning and end of such circumstances as soon as possible.

6. The buyer can withdraw from the contract immediately if the entire service has been made ultimately impossible for the supplier before the transfer of perils. The buyer can also withdraw from the contract if the execution of a part of the delivery becomes impossible for an order and they have an entitled interest in the rejection of the partial delivery. If this is not the case, the buyer must pay the contract price due for the partial delivery. The same applies to the inability of the supplier. Otherwise section VII.2 applies.

If the impossibility or inability occurs during a delay of acceptance or if the buyer is solely or primarily responsible for these circumstances, they remain obligated to payment.

If the buyer provides the supplier - under consideration of legal cases of exception - an appropriate period to provide the service after the scheduled time and this period is not complied with, the buyer is entitled to withdraw within the scope of the legal guidelines. On demand from the supplier, they are obligated to explain within an appropriate period if they will assert their right to withdrawal. Other claims from the delay in delivery are determined solely according to section VII.2 of these conditions.

IV. Transfer of perils, acceptance

1. The risk is transferred to the buyer once the object of delivery has left the plant and also if there are partial deliveries or the supplier has taken over other services as well, for example, the delivery costs or delivery and assembly. If an acceptance must occur, this is decisive for the transfer of risk. It must be executed immediately on the acceptance date, optionally with the aid of a notification from the supplier about the readiness for acceptance. The buyer may not refuse acceptance if there is no significant defect present.

2. If the delivery or acceptance is delayed or unfulfilled due to circumstances for which the supplier is not responsible, the risk will transfer to the buyer from the day of the notification about the readiness for delivery or acceptance. The supplier is obligated to take out insurances at the cost of the buyer if they demand this.

3. Partial deliveries are permitted provided that they are reasonable for the buyer.

V. Reservation of title

1. The supplier reserves the title of the object of delivery until receipt of all payments - also for any additionally due ancillary services - from the delivery contract.

2. The supplier is entitled to insure the object of delivery at the buyer's cost against theft, burglary, fire, water and other damages, provided the buyer has not proven to have taken out such insurance themselves.

3. The buyer may neither sell, pawn nor collateralise the object of delivery. In the event of seizures as well as confiscation or other orders through third parties, they must immediately inform the supplier of this.

4. If the buyer acts contrary to the contract, in particular in the event of default of payment, the supplier is entitled to recover the object of delivery after warning and the buyer is obligated to furnish this.

5. Due to the reservation of title, the supplier may only demand the object of delivery if they have withdrawn from the contract.

6. The application to the opening of an insolvency proceeding entitles the supplier to withdraw from the contract and to demand the immediate return of the object of delivery.

VI. Claims for defects

For material and legal defects to the delivery, the supplier is liable as follows under exclusion of other claims - subject to section VII:

Material defects

1. All of the parts that must be improved or replaced as chosen by the supplier, which prove to be defective due to a circumstance existing before the transfer of perils. The supplier must be informed immediately in writing of any determination of such defects. Replaced parts become the property of the supplier.

2. In order to execute all of the improvements and replacement deliveries seen as necessary by the supplier, the buyer must provide the required time and opportunity to do so after agreement with the supplier; otherwise the supplier is released of the liability for any consequences resulting from this. Only in urgent cases resulting in a hazard for operating safety or to defend against disproportionately large events of damage, whereby the supplier must be informed immediately, does the buyer have the right to repair the defect independently or have it repaired by third parties and to demand compensation from the supplier for the required expenditures.

3. The supplier - provided the complaint is entitled - bears the direct costs for the improvement or the replacement delivery including shipping costs. They also

bear the costs for the removal and installation as well as the costs for any required provision of necessary assemblers and aids including travel costs, provided this does not result in an disproportionate burden for the supplier.

4. Within the scope of the legal guidelines, the buyer has a right to withdraw from the contract if the supplier - under consideration of the legal cases of exception - does not meet an appropriately set period for the improvement or replacement delivery due to a material defect. If there is only an insignificant defect, the buyer is only entitled to the right of a decrease in the contract price. The right to decrease the contract price is otherwise ruled out.

5. Further claims are determined solely according to Section VII. 2 of these conditions.

6. No liability will be taken over in particular in the following cases: Unsuitable or improper usage, faulty assembly or commissioning by the buyer or a third party, natural wear, incorrect or negligent treatment, improper maintenance, unsuitable operating equipment, faulty construction work, unsuitable construction surface, chemical, electro-chemical or electrical influences - provided the supplier is not responsible.

7. If the buyer or a third party provides an improper improvement, the supplier is not liable for any consequences resulting from this. The same applies for changes to the object of delivery executed without the prior consent of the supplier.

Legal defects

8. If the usage of the object of delivery leads to a violation of commercial protection rights or copyrights domestically, the supplier will obtain the right for further usage at their costs for the buyer or they will modify the object of delivery in a reasonable manner for the buyer so that the protection right violation no longer exists.

If this is not possible at economically appropriate conditions or in an appropriate period, the buyer is entitled to withdraw from the contract. Under the named prerequisites, the supplier is also entitled to a right to withdraw from the contract.

Furthermore, the supplier will release the buyer of undisputed or legally asserted claims for the affected protection rights holders.

9. The supplier obligations named in Section VI. 8 are subject to Section VII.2 in the event of the protection or copyright violation.

They only exist if

- the buyer has informed the supplier immediately of any asserted protection or copyright violations,
- the buyer has supported the supplier in an appropriate scope to defend against the asserted claims or the supplier allows for the execution of modification measures in accordance with Section VI. 8,
- the supplier reserves all measures of defence including extraordinary regulations,
- the legal defect is not based on an instruction from the buyer and
- the legal violation was not caused by the buyer changing the object of delivery independently or using it in a non-contractual manner.

VII. Supplier liability, exclusion of liability

1. If the object of delivery is cannot be used by the buyer in a contractual manner due to refrained or incorrect suggestions or consultation from the supplier, which occurred before the completion of the contract, or through a violation of other contractual secondary obligations - in particular a manual for the operation and maintenance of the object of delivery -, the regulations from Sections VI and VII.2 apply under exclusion of further claims from the buyer.

2. The supplier - for any legal reasons whatsoever - is only liable for damage that is not on the object of delivery itself in the event of

- a. intent,
- b. gross negligence from the owner / organs or leading employees, c. culpable bodily harm or death,
- d. defects that they maliciously did not disclose, e. within the scope of a guarantee agreement,
- f. defects to the object of delivery, provided that they are liable for personal or property damage to privately used objects according to the Product Liability Act.
- g. Maintenance in accordance with the guidelines from the supplier and UVV inspections in accordance with BGV_D_27 must be executed and documents during the agreed upon guarantee phase by the supplier or by people appointed by the supplier. The inspection protocols must be handed over to the system operator and added to the machine files (inspection log). Claims for the guarantee can only be examined and provided based on these documents.

If there is a culpable violation of significant contract obligations, the supplier is also liable in the event of gross negligence from non-supervisory employees and slight negligence; in the latter case, this is limited to contract typical, reasonably predictable damage.

Other claims are ruled out.

VIII. Limitation

All buyer claims - for any legal reasons whatsoever - are limited to 12 months. The legal periods apply to compensation claims according to Section VII. 2 a-d and f. They also apply to defects in a construction or for objects of delivery that were used for a construction corresponding to their normal method of use and have caused the defect.

IX. Software usage

If software is included in the scope of delivery, the buyer is given a non-exclusive right to use the delivered software including documentation. It will be transferred for the usage of the intended object of delivery. Usage of the software on more than one system is prohibited.

The buyer may reproduce, edit, translate or convert the software from object code into source code only in the legally permissible scope (§§ 69 a ff. UrhG). The buyer is obligated to not remove any manufacturing information - in particular copyright notices - or to change it without the prior explicit consent of the supplier.

All other rights for the software and documentation including copies thereof remain by the supplier or the software supplier. The assignment of sub-licenses is not permitted.

X. Applicable law, jurisdiction

1. For all legal relationships between the supplier and the buyer, only the laws of the Federal Republic of Germany apply to the legal relationships between the domestic parties.

2. The jurisdiction is the court responsible for the supplier's headquarters. Nevertheless, the supplier is entitled to raise a claim at the buyer's headquarters.

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