

General conditions of purchase, status 1/2011

§ 1 Area of application

Our following conditions apply to all contracts concluded between us and the vendor concerning the delivery of merchandise. They are also valid for all future business relationships, even if they are not expressly agreed again, if the contractual partner is a body corporate organized under public law or a merchant and the contract appertains to the exercise of his commercial trade.

Differing conditions of the vendor, which we do not expressly accept, are without engagement for us, even if we do not expressly disagree to them. Our conditions are also valid, if we accept the delivery of the vendor unconditionally and if we know opposing or differing conditions of the contractual partner.

§ 2 Prices / Terms of payment

The price mentioned in the order is obligatory. The packing costs are included in the price. All invoices of the vendor have to show the order number indicated by us. The vendor has to issue the invoice in triplicate and a copy of the delivery note has to be attached to the invoice.

As far as no differing written agreement was made with the vendor, we pay within 14 days, from the date of receipt of the merchandise and the invoice as well as successful verification of the equipment, with 3 % cash discount or within 30 days without deduction.

The legal rights of set-off and retention are fully due to us.

We are authorised to cede all rights of the purchase contract without acceptance of the vendor. The vendor is not authorised to cede claims of the contract to third parties without prior written consent from us.

§ 3 Terms of delivery

The terms of delivery or the delivery dates mentioned in the order are obligatory for the vendor.

The vendor is obliged to inform us immediately in written form, if circumstances occur or become noticeable for him, from which result, that the stipulated delivery time can not be observed.

If the vendor defaults in delivery, we are due to the legal claims.

In case we can claim damages, the vendor is entitled to prove that he is not responsible for the breach of duty.

The vendor has to pack the ordered merchandise carefully and he has to send it to us, that the merchandise is not damaged during the transport. Should it not be possible for the vendor to send us the merchandise because of the size or the weight of the merchandise, he has to inform us in time that a collection has to be arranged. The ordered merchandise then has to be dismantled and has to be provided fragmented, respectively partially fragmented at ground level. It has to be possible that one single person can realise the collection. Otherwise the vendor has to inform us and has to provide assistants for the collection. Should there are problems regarding the collection of the merchandise, which were not foreseeable based on the indications of the vendor, so the vendor has to pay for the additional costs regarding the collection of the merchandise.

§ 4 Delivery

In case of return delivery of defective merchandise to the vendor, the vendor has to pay the costs and has to assume the risk.

§ 5 Prohibition of assignment

The assignment of claims of the vendor against us is excluded. Such an assignment requires our express written consent.

§ 6 Place of execution/Place of jurisdiction/Final clause / Applicable law

Place of execution and exclusive place of jurisdiction for deliveries and payments (inclusive lawsuits concerning cheques) and all conflicts between the parties which result from the contracts concluded between them, is our head office in 72393 Burladingen, as far as the vendor is merchant in the sense of the German commercial code (HGB) or a body corporate organized under public law.

The relationship between the contracting parties is governed exclusively by the law applicable in the Federal Republic of Germany.

Should any regulation of these general conditions of purchase be or become ineffective or impracticable, this does not affect the validity of the rest of the general conditions of purchase

Modifications, additions, additional agreements of offers and contracts as well as deadlines have to be in written form for being valid. The contractual partners fulfil the requirement of written form by sending the documents by email or fax.