

I. General conditions

1. The scope of the supplies or Services (herein after called „Supplies) shall be defined by the written declarations of both parties to the contract. General terms and conditions of the Purchaser shall apply only where expressly accepted in writing by the supplier or service provider (herein after called “Supplier”).
2. For cost estimates, drawings and other documents (herein after called Documents”), the supplier reserves all rights, right, title and interest in the property and copyright. Such Documents may not be made available to third parties without the prior consent of the Supplier and they shall, upon request, be immediately returned to the Supplier if the is not awarded the contract. Sentences 1 and 2 shall apply reciprocally to Purchasers Documents; however, these may be made available to those third parties to whom the Supplier may transfer Supplies.
3. The Purchaser shall have the non-exclusive right to use standard software in unchanged form with the stipulated performance characteristics for the agreed equipment. The Purchaser is allowed to make two back-up copies without the Suppliers express consent.
4. Partial Supplies shall be permissible where they can be reasonably expected of the Supplier.

II. Prices and Terms of Payment

1. Prices shall be ex works and shall exclude packing and the sales tax payable under the applicable law.
2. Payments shall be made 30 days after date of invoice net.
3. The Purchaser may set off only those claims that are undisputed or have been finally determined in a legally binding manner.

III. Transfer of Risk

1. Even where “carriage paid” delivery has been agreed, the risk shall pass to the Purchaser. At the Purchaser's request and expense, Supplies shall be insured by the Supplier against the ordinary risks of transport.
2. If the dispatch, the delivery, the beginning or completion of assembly or erection, the taking over into Purchaser's own service or the trial run is delayed for reasons within the Purchaser's responsibility, or if the Purchaser has failed for other reasons to accept delivery, the risk shall pass to the Purchaser.

IV. Time for Delivery and Delay

1. Observance of the stipulated time for delivery is conditional upon the timely receipt of all documents, necessary permits and releases especially of plans to be provided by the Purchaser, as well as fulfillment of the agreed terms of payment and other obligations by the Purchaser. Unless these conditions are fulfilled on time, the time for delivery will be extended accordingly except where the Supplier is responsible for the delay.
2. If non-observance of the time for delivery is due to force majeure such as mobilization, war, riot or similar events, e.g. strike or lockout, such time shall be extended accordingly.

V. Retention of title

1. The items of Supplies (Secured Goods) shall remain the property of the Supplier until each and every claim against the Purchaser to which the Supplier is entitled under this business relationship has been duly satisfied. If the value of all security rights of the Supplier exceeds the value of all secured claims by more than 20% the Supplier shall release a corresponding part of the security rights at the Purchaser's request.
2. For the duration of the retention of title, the Purchaser is prohibited from giving the items of Supplies in pledge or a Security, and resale shall be permissible only to resellers in the ordinary course of business and only on condition that the reseller receives payment from this customer or retains title so that the property is transferred to the customer only after fulfillment of his obligation to pay.

3. In case of seizure or other acts or interventions by third parties, the Supplier shall be immediately informed thereof in writing by the Purchaser.
4. In cases of fundamental non-performance of contractual obligations by the Purchaser, especially a delay in payment, the Supplier shall be entitled to take back the goods following a demand for payment. The Purchaser shall be obliged to return the purchased goods. The taking back, the assertion of the retention of title or the seizure of the Secured Goods by the Supplier does not mean termination of the contract except if expressly stated by the Supplier.

VI. Taking Delivery

Deliveries, even with minor defects, have to be accepted by the Purchase.

VII. Impossibility contract adjustment

1. If the supplier is unable to fulfill the delivery due to him for a reason for which he is responsible, the purchaser is entitled to claim damages of the costumer is limited to 10% of the value of the part of the delivery which can not be used due to the impossibility of proper operation. This does not apply if liability is mandatory in cases of indent, gross negligence or initial inability. A change in the burden of proof to the detriment of the purchaser is not associated with this. The right of the customer to withdraw from the contract remains unaffected.
2. If unforeseen events within the meaning of Art IV No.2 significantly change the economic meaning or the content of the delivery or have a significant effect on the supplier's business, the contract shall be adjusted appropriately in good faith. Insofar as this is not economically justifiable, the supplier has the right to withdraw from the contract. If he wishes to make use of this rights of withdrawal, he must notify the purchaser immediately after recognizing the consequences of the event, even if an extension of the delivery period had initially been agreed with the purchaser.

VIII. Industrial Property Rights and Copyright

1. If third party, because of an infringement of an industrial property right or copyright (hereinafter called "Property Rights") by products furnished by the Supplier and used in conformity with the contract, asserts legitimate claims against the Purchaser, the Supplier shall be liable to the Purchaser as follows:
 - a) At his own option and expense, the Supplier shall either obtain a right to use the product, modify the product so as not to infringe the property rights or replace the product. If this not possible to the Supplier on acceptable terms, he shall have to take back the product and refund the purchase price,
 - b) Supplier's aforesaid obligations shall exist only on condition that the Purchaser immediately notifies the Supplier in writing of the claims asserted by the third party, that he does not acknowledge an infringement and that all countermeasures and settlement negotiations are reserved to the Supplier. If the Purchaser stops using the product to reduce the damage or for other important reasons, he shall be obliged to make it clear to the third party that the suspended use does not mean acknowledgment of an infringement of Property-Rights.
2. Claims of the Purchaser shall be excluded if he is responsible for an infringement of Property Rights.
3. Claims of the Purchaser shall also be included if the infringement of Property Rights was caused by specific demands of the Purchaser, by a use of the product not foreseeable by the Supplier or by the product being altered by the Purchaser or being used together with products not provided by the Supplier.
4. Further claims against the Supplier shall be excluded. However, Further liability shall remain unaffected and so shall be Purchasers right to terminate the contract.

IX. Further Liability

1. Except as provided here, any other claims for damages of the Purchaser shall be excluded regardless of whether they are based on positive breach of contractual obligations, violation of obligations in contract negotiations, breach of warranty, tort or other legal theory. This exclusion shall not apply where e-g- under the product liability law or in cases of wilful miss conduct, of gross

negligence, of the absence of warranted characteristics or of the Fundamental non-performance of contract-actual obligations, there is a legally binding liability. However, liability for damages arising from the fundamental non-performance of contractual obligations shall be limited to the foreseeable damage normally covered by a contract except in cases of willful misconduct or gross negligence.

This limitation does not imply a change in the burden of proof to the detriment of the Purchaser.

2. Data protection claims are not covered by this liability regulation

X. Warranty

For defects which include the absence of expressly warranted characteristics, the Supplier shall be liable as follows:

1. The Supplier shall, at his option and expense, repair; replace or newly provide any parts or services whose usefulness is impaired more than insignificantly within 12 months from the date transfer of risk – regardless of the period of operation – owing to circumstances that existed before the transfer of risk.
2. Warranty claims are subject to a limitation period of 12 months after notification of the defect. Notice in writing shall be given to the Supplier immediately after discovery of the defect.
3. In case of notification of a defect, Purchaser payments may be withheld in reasonable proportion to the noticed defect. If the contract pertains to the conduct of a Purchaser's business, the Purchaser can withhold payments only if the legitimacy of the asserted complaint can be established beyond doubt.
4. The Supplier shall be given adequate time and opportunity to remedy the defect. If he is refused these, the Supplier shall have no liability for the defect.
5. If an adequate extension granted to the Supplier expires without the defect being remedied, the Purchaser shall have the right to demand cancellation for the contract or a reduction of the purchase price.
6. The warranty does cover natural wear and tear or damage arising, after the transfer of risk, from faulty or negligent handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil or from particular external influences not assumed under the contract, or from non-reproducible software errors. The warranty does not cover modifications or repairs carried out improperly by the Purchaser or by third parties.
7. The warranty period for repairs or replacements of Supplies (of goods or services) shall be 6 months. It shall be the later of: (1) 6 months from the date of repair or replacements; or (2) the remaining length of the original warranty period for the Supplies. For those parts which cannot be put to the intended use because of the interruption of service, the warranty period shall be extended by the period of service interruption caused by the repair or replacement supply.
8. The periods specified in paras 1., 2. and 7 shall not apply where longer periods are provided by law according to § 638 BGB.
9. Except as provided above, any other warranty claims of the Purchaser against the Supplier and the Supplier's agent shall be excluded. However, clause XI (Further liability) shall remain unaffected.

XI. Choice of Forum

1. If the Purchaser is a businessman, the sole forum for all disputes arising directly or indirectly out of the contract shall be the place of the Supplier's head or branch office at the Supplier's option.
2. All relations arising out of the contract shall be governed by German law not including the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XII. Validity of the Contract

1. Even in case of legal invalidity of individual items, the remaining parts of the contract shall remain binding save where adherence to the contract would mean an undue hardship on the parties.