

# General terms and conditions

## 1. General

The following terms and conditions shall apply to our offers and all purchase contracts, contracts for work and contracts for work and materials with us, including repair services and consultations. Deviating conditions are only valid if they have been agreed in writing.

## 2. Prices

Our prices are subject to change and apply ex delivery point excluding packaging, postage, freight and other shipping charges. Insurance, customs and assembly. Any increase in the wages, raw material prices, freight, taxes, customs duties, levies or other charges on which the price calculation is based that occurs between conclusion and delivery or the entry into force of new such charges shall entitle us, insofar as this is legally permissible, to an appropriate price increase. The additional costs for an express delivery arranged by the buyer shall be borne by the buyer.

Delivery periods of up to four months and the exceeding of this period due to delay in delivery oblige us to adhere to the prices valid at the time of placing the order. If the agreed delivery time is more than four months, we may charge the prices valid on the day of delivery.

## 3. Dispatch

All shipments travel at the risk of the buyer. Desired insurances are to be announced when placing the order. The premiums shall be borne by the buyer.

## 4. Delivery time

The delivery time stated in the order confirmation has been determined taking into account all known facts. If these change by the expiry of the delivery period through no fault of our own or if other events for which we are not responsible impede timely delivery, the delivery period shall be extended accordingly.

Partial delivery is permissible, provided that it allows the buyer to make appropriate use of the delivered parts.

## 5. Payment

Payments are due within 30 days of the invoice date without any deductions. Payments made within 10 days of the invoice date shall be awarded a 2% discount. Cash discounts are not permitted if there are still residual debts from previous deliveries. Customer services are payable immediately without deduction.

The critical date for the fulfillment of the payment obligation is the date on which the money is received by the bank or the date on which the cheque is received by us. For periods of default, interest may be charged at a rate of five per cent above the base rate within the meaning of §1 DÜG [Discount rate transition act].

If there is a deterioration in the financial circumstances of the buyer before delivery of the goods, delivery of the goods may be made dependent on prior payment of the purchase price and ancillary costs. If the delivery has already been made, all outstanding claims shall become due immediately.

Default in payment shall release us from our continued obligation to deliver, irrespective of any further rights.

The purchaser is only permitted to offset such claims that are recognised by us or have been legally established. The buyer's rights of retention are excluded unless they are based on the same contractual relationship.

## 6. Retention of title

The delivered goods shall remain our property until all claims arising from the business relationship have been settled, accepted bills of exchange and cheques have been honoured and direct debits have become irrevocable. With an open account, reservation of title applies as security for our balance claims. The buyer is not entitled to pledge our reserved goods to third parties or to assign them as security. If our goods are seized by a third party, the buyer must inform us immediately, enclosing the relevant documents.

Resellers are only permitted to resell our reserved goods within the ordinary course of business. In the event of resale, the buyer hereby assigns to us the claims against their customer in the amount of our claims, regardless of whether the goods are passed on to one or more customers together with other goods. The buyer is entitled to collect the purchase price of the resold goods until revoked by us.

The buyer shall retain title to the goods even if they have granted their customer a payment period. The assignability of the claims to which the buyer is entitled from the resale may not be excluded by the buyer. As long as our retention of title exists, the buyer shall insure the goods at their own expense against fire, theft and water damage; the claims against the insurance company are hereby assigned to us.

If the value of the securities existing for us exceeds our claims by more than 20%, we are obliged to release securities of our choice accordingly at the request of the buyer.

## 7. Warranty

The warranty period begins on the day of delivery and ends after expiry of the statutory warranty period.

In the event of demonstrably defective delivery or performance - including the absence of warranted characteristics - the defects shall be rectified free of charge, or at our discretion, a replacement shall be supplied free of charge, taking into account a reasonable delivery period. Depending on the technical requirements, the repair will be carried out at the buyer's premises within the usual working hours or at our premises. The right to withdraw from the contract or to reduce the price are excluded. However, the buyer has the right to cancel the contract or demand a reduction of the price if the repair or replacement delivery is not carried out within a reasonable period of time or has definitively failed through our fault. Obvious defects must be reported in writing without delay, but at the latest within two weeks of receipt of the goods. The statutory duty to examine and give notice of defects in commercial transactions shall remain unaffected by this.

If the delivered product is not operated and maintained in accordance with the operating instructions and if replacement, disposable and consumable materials other than those recommended by us are used, any defects resulting from this are excluded from the warranty.

The warranty does not cover function-related wear and tear of the wearing parts.

## 8. Claims for damages

Claims for damages arising from fault liability within the scope of the warranty or outside the warranty are excluded, in particular due to such damage that does not occur to the delivery item itself, unless we are guilty of intent or gross negligence, or exclusion of liability is not legally permissible for other reasons. Claims for damages due to the absence of warranted characteristics are also excluded in commercial transactions unless the warranty had the meaning of excluding typical consequential damages.

If a delay in delivery occurs through our fault or if delivery becomes culpably impossible for us, the claims for damages shall be limited to the proven damage, however, to a maximum of 8% of the value of the delivery item or service that cannot be put to appropriate use. This limitation is excluded in the event of intent or gross negligence.

## 9. Returns

Returns of properly delivered goods require our prior consent. In the event of a return delivery, we reserve the right to charge at least 15% of the net value of the goods, but at least € 10 to cover our costs.

## 10. Place of performance and jurisdiction

The place of performance is Hamburg.

The place of jurisdiction for all disputes with registered traders and legal entities under public law is Hamburg.