

General Terms and Conditions of Sales

1. Preamble

Our General Terms and Conditions of Sale shall exclusively apply to all contracts between us and our clients. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing. These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law (collectively referred to as "Customers"). Sales to consumers within the meaning of Section 13 German Civil Code (BGB) are excluded. By placing an order, the Customer confirms that it acts in the exercise of its trade, business, professional, scientific or institutional activity.

2. Offer and conclusion of contract

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification. The weight, volume or gage of the goods measured upon shipment is valid.

3. Price of the Goods

Prices valid at date of delivery will be applied.

We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of primary material or labor, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods.

Our prices are ex works unless stated otherwise and do not include any kind of taxes.

4. Terms of Delivery

Confirmed delivery dates are not fixed dates, unless stated otherwise.

We reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control we reserve the right to partially or completely rescind the contract.

Strikes, unforeseeable events or interruptions of operations are considered force majeure, should we have no influence over these events. Failure to comply by a supplier only gives us the right to rescind the contract, if a replacement deal was made and failed to comply.

We reserve the right to partial deliveries unless the client has no interest in them.

Unless failure to comply or delay of delivery was caused by us, our lawful representatives or auxiliary persons by gross negligence or intentional acts, we will not be liable for noncompliance. Should we be liable under the terms aforementioned, liability is limited to damages that occur foreseeable and typically under the circumstances. Unless agreed otherwise, delivery is made from the seller's premises. Goods travel at cost and danger of client, unless agreed otherwise.

5. Terms of payment

Unless agreed otherwise, our invoices are to be paid immediately upon receipt of merchandise and invoice. Should client fail to comply within 30 days, he will automatically be in default of payment. Payment is considered made when it is at our disposal. Detention of payments or balancing of payments against claims of buyer against seller is not allowed, unless these claims are undisputed or legally established. The aforementioned paragraph does not apply to buyers who are neither entrepreneurs nor statutory persons as defined by the German Commercial Code.

If buyer fails to make payment by due date, without prejudice to any other right or remedy available to the seller, we are entitled to charge the buyer interest on the unpaid amount, as established by § 288 Art. 1 BGB German Civil Code in its version legally valid.

Should there be reasons to doubt the solvency or credit standing of the client, we reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

6. Retention of Title

Notwithstanding delivery or passage of risk in the merchandise, property of merchandise shall not pass to the buyer until full payment of all our claims against the buyer, regardless of their grounds, was made.

If merchandise is processed or mixed by buyer with goods that we have no property in, we shall become co-owner of these goods, which shall be stored for us by the buyer.

Processing or transformation of the goods is done in our name as a producer, but without obligation to us. Should we lose ownership due to processing or fusion, we will become partial co-owner (value of invoice) of the new product. The client will store the co-owned goods free of charge. These goods are called reserved goods in the following.

The buyer has the right to process or sell these goods in the regular course of business, as long as payment obligations are fulfilled. Pledging or cession by security of these goods is not allowed. For safeguard, receivables based either on the sale of these goods or on any other ground (insurance, torts) are considered fully assigned to us. These assigned receivables are released under the condition that their achievable value exceeds the value of our secured receivables by more than 10%. Buyer authorizes us to collect them at his costs, a right that we are obliged not to exercise unless buyer fails to meet his payment obligations towards us or, particularly, institutes bankruptcy proceedings. In the case of bankruptcy or suspension of payment, we have the right to demand that buyer declares the assigned receivables, gives all information and documentation necessary for us to collect our claims and informs garnishee of the assignment. Should third parties try to claim these goods, buyer is obliged to inform them of our property and immediately inform us of the intent. Buyer will be held responsible for costs and damages. This paragraph does not apply to buyers who are neither entrepreneurs nor statutory persons as defined by the German Commercial Code.

7. Warranty

The buyer, being an entrepreneur in the definition of the German Commercial Code, shall examine the merchandise as required by German law, checking the goods in every aspect, and determine if merchandise is suitable for the intended purposes, if necessary by running appropriate tests. Claims will only be accepted if we are informed immediately upon detection of any fault. In the case of hidden faults claims must be made within 6 months of delivery of goods. If buyer is neither an entrepreneur nor statutory person as defined by the German Commercial Code, he is also required to examine the merchandise and run appropriate tests, if necessary. Claims will only be accepted if we are informed no later than two weeks after receipt of merchandise, or within 6 months in the case of hidden faults.

If any valid claim of faulty merchandise is made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at our sole discretion. Buyer may choose reduction of price or cancellation of contract, should our efforts fail. In case of lack of a warranted property of the merchandise, we shall be liable for damages on the grounds of non-compliance as stated in §§ 463, 480 article 2 of the German Civil Code.

We will not be liable for any consequential damages caused by any defect or fault in the merchandise, since the object of the warranty is compliance of the delivered merchandise with the contract. The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or were caused by external factors that were not foreseen in the contract. We will be liable according to German law if damages occur due to gross negligence or deliberate acts by us, our lawful representatives or auxiliary persons. If the violation of contract was not caused by an intentional act, liability will be limited to foreseeable and typical damages. Furthermore, we will be liable according to German law should we deliberately violate any essential duty under the contract. Any further liability is excluded, expressly for any kind of damages that occur on anything or in any way other than on the delivered merchandise itself. Binding provisions of the German Product Liability Law remain unaffected.

Our contracts are governed exclusively by German Warranty and Product Liability laws. The application of any law other than the Product Liability Law of the Federal Republic of Germany is expressly excluded.

8. Technical Advice

Our technical advice is given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application.

Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

9. Liability clause

Liability for damages is strictly limited to the provisions made herein in paragraphs 5, 6 and 7, regardless of their nature, particularly with regard to damage claims arising from fault at closure of contract, default at performance of contract or torts according to § 823 ff of the German Civil Code.

Claims for damages due to impossibility or incapability remain unaffected. The same goes for liabilities that are imperative according to the provisions of the German Product Liability Law. Exclusion or limitation from our side also includes exclusion or limitation of liability of our employees, representatives and auxiliary persons.

10. Miscellaneous Clauses

Place of execution and place of venue is Munich, Germany. We reserve the right to sue at buyer's place of business.

These General Terms and Conditions of Sales, as well as all our business relations with our clients, are governed exclusively by the Laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Please note that some of our goods might require exportation license under German law or might be subject to export restrictions of the USA or under the Nonproliferation treaty. These provisions are to be observed by the buyer in case of sale or exportation of the goods.

11. Salomonic Clause

Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General Terms remains unaffected.