

The conditions of clauses I – XI apply for commercial transactions with customers who are not seen as consumers according to § 13 BGB (Civil Code).

I. Scope of Deliveries and Services

1. Our written confirmations of order are authoritative for deliveries and services. Our sales conditions apply; opposing conditions are only acknowledged upon our written confirmation. As a principle the customer is to check whether the ordered appliances are suitable and approved for intended purpose of use.
2. Protective devices are included in the delivery if expressly agreed upon.
3. Supplier reserves the unrestricted right to apply right of ownership and copyright for quotations, drawings and other documents; these may be made accessible to a third party only after previous approval of the supplier.

II. Price – Dispatch – Delivery Time

1. Prices apply for delivery without assembly or installation, ex works, exclusive packing. Dispatch is on customer's account and at customer's risk. Packing is carried out with due diligence according to our evaluation and customer is charged at cost.
2. Delivery time refers to date of dispatch ex works and is also regarded as kept even if goods cannot be sent in time without our fault (see paragraph 3).
3. In case a non-compliance of the delivery or service deadline can be put down to force majeure, mobilisation, war, riot, industrial dispute, lack of energy, official intervention, breakdown of means of transport, interferences of the course of operations at ourselves or at our suppliers, or to similar circumstances, supplier is exempted from his obligation for fulfilment of the contractual terms for the duration of these circumstances. In case of a non-compliance of the deadline due to reasons other than mentioned in clause 3, par. 1, customer is entitled to claim a compensation for damage resulting from delay for each completed week of delay from ½ per cent up to a total of 5 per cent from the value of that part of the delivery or service which could not be put into expedient operation due to delayed completion of particular appropriate objects, provided he is able to substantiate by prima face evidence that damage is caused by this delay. Compensations claimed by the customer which are going beyond the limit of 5 per cent as mentioned in clause 2 are excluded in any cases of a delayed delivery, even after expiration of a period of grace possibly granted to the supplier. However, this does not apply in case of obligatory liability in case of intention or culpable negligence. Customer's right for withdrawal after an unsuccessful procedure of a period of grace granted to the supplier remains unaffected.
4. If dispatch or delivery is delayed on customer's request a storage fee on the amount of ½ per cent of the amount of invoice can be charged to the customer for each month commenced, beginning one month after indication of the goods being ready for shipment; the storage fee will be limited to 5 per cent, unless higher costs can be proven.
5. During this delay customer has to pay interest on a debt on the amount of 8 % above the basic interest rate. Enforcement of a further damage out of this delay upon concrete proof is expressly reserved to the supplier.

III. Reservation of Proprietary Rights

1. The goods remain supplier's property until all claims he is entitled to as a result of the business relationship with the customer are fulfilled. Prior to this fulfilment pledging or transfer of ownership is forbidden. Possible costs or interventions shall be borne by the

customer. In so far as the value of all security rights to which the supplier is entitled to according to sentence 1 exceed the amount of all secured claims for more than 25 per cent, supplier is to release an appropriate part of the security rights upon customer's request.

IV. Payment Conditions

1. Payments shall be made free supplier's paying office.
2. The customer may only offset against such receivables which are undisputed or finally recognized.

V. Passing of Risk

1. Risk is passed to the customer even if delivery free of charge was agreed upon.

VI. Acceptance

1. Delivered goods shall be accepted by the customer even if they are object to minor complaints.
2. Partial deliveries are admissible.

VII. Liability for Defects

For defects of quality supplier is liable as per the following:

1. At supplier's discretion all parts or services shall be corrected, delivered or carried out once again free of charge which show a defect of quality within the statute of limitations – and without consideration for the time of operation – provided that its cause already existed before passing the risk. Customer is to immediately inform the supplier in writing about defects of quality.
2. Defects of quality are in lapse after a period of 12 months. This does not apply if extended deadlines are stipulated by law according to § 479 par. 1 (claim under right of recourse) of BGB (Civil Code) as well as in case of injuring life, body or health, an intentional culpable negligent breach of supplier's duty and in case of a maliciously concealed defect. Regulations about tolling suspension of running of time, interruption and new beginning of the deadlines remain unaffected. In case of complaint customer's payments may be hold back to an adequate extent in proportion of the existing defect of quality. Customer may hold back payments only if complaint was asserted in writing and if there is no doubt about its legitimacy.
3. Supplier is to be granted a possibility for subsequent fulfilment within an adequate period of grace
4. In case this subsequent fulfilment (subsequent delivery, subsequent improvement) is unsuccessful, customer is entitled to either withdraw from the contract or to reduce the purchase price – regardless of any possible claims for compensation according to clause VIII.
5. There are no warranty claims in case of just minor variations of the condition agreed upon in writing, in case of just minor diminutions of usability, in case of natural wear and tear or damages having occurred after passing of risk due to wrong or careless handling, excessive use, unsuitable use, unsuitable equipment, or resulting from particular exterior influences (especially usage of electric air heaters or immersion heaters with a surface leakage uncommon for this purpose of use (watt/cm²) and/or

deviating from the data of use given in the technical data sheets, by mechanical damage, or non-foreseeable chemical, electrical and electromechanical influences, pollution (especially of the immersion heaters and electrical connections), utilization in ambience conditions not normally assumed according to the VDE standard, corrosion, humidity and interventions by the customer (especially with regard to possibly existing switchgears or in case of faulty installation by the customer) not agreed upon. In case of improper alterations or maintenance works carried out by the customer or a third party there is no possibility for any warranty claims for these and any further consequences resulting thereof.

6. Any further or other claims due to a warranty claim by the customer against the supplier and his assistants as the ones mentioned in clause VII are exempted.

VIII. Compensation Claims, Adaptation of Contract

1. In so far as a delivery is impossible customer is entitled to claim compensation unless supplier is not responsible for this impossibility. However, claim for compensation of customer is limited to 10 per cent of the value of that particular part out of the delivery which cannot be appropriately taken into operation due to this impossibility. This limitation does not apply if an obligatory liability comes into force in case of intention, culpable negligence or injuring life, body or health; changing burden of proof to customer's disadvantage is not involved therein. Customer's right of withdrawal from contract remains unaffected.
2. Purchaser's claims for compensation and reimbursement of expenses (claims for compensation in the following) based on any legally recognized justification, particularly, however, due to breach of obligations resulting from a contractual obligation and from unauthorized action, are exempted. This does not apply in cases of underwriting commitment for a guarantee or a procurement risk. Furthermore this does not apply in case of an obligatory liability, e.g. according to a product liability act, in case of intention or culpable negligence due to injuring life, body or health, and breach of essential contractual obligations. Claim for compensation for breach of essential contractual obligations is, however, limited to the foreseeable damage typical for this contract if there is no evidence for gross negligence or there is liability due to injuring life, body or health. Changing burden of proof to customer's disadvantage is not involved therein.
3. Provided that unforeseeable events as per II., clause 3, par. 1, considerably change the economic importance of the content of the delivery or service, or considerably effect customer's business, the contract will be appropriately adapted in so far this is on trust. Should this not be justifiable from an economic point of view supplier is entitled to withdraw from contract. In case he will make use of this right of withdrawal from contract he immediately shall inform customer as soon as he realizes the consequences of such an event, even if an extension of the delivery time was additionally agreed with the customer.
4. In so far as customer is entitled to claim for compensation as per VIII, clauses 1 and 2, these will lapse with the expiration of the current limitation of liability for claims for defect of quality according to VII, clause 2. For claims for defect of quality according to the product liability act the legal regulations for limitation of liability apply.

IX. Place of Jurisdiction

1. If customer is a merchant, supplier may choose either his headquarters or a branch office as the sole place of jurisdiction for any direct or indirect disputes resulting from this contractual relationship.
2. This contractual relationship is subject to German jurisdiction.

X. Binding Nature of Contract

Even in case of legal ineffectiveness of individual products the contract remains binding in its remaining parts. This does not apply if holding on to the contract would constitute an unreasonable hardship for either of the parties. Individual regulations of these delivery and sales conditions which may not have legal force shall not affect validity of all other regulations.

XI. Miscellaneous

According to the data protection act we advise you about the fact that within the bounds of the current regulations we are storing your relevant business data in our data processing system.