



**A) General Conditions**

**I. Contract Conclusion**

1. Our shipments will exclusively be made on basis of the following conditions. The same shall apply to any adjustment services. The buyer's terms and conditions of purchase are herewith expressly excluded.
2. Our quotations are non-binding. Our declarations must be in written form.

**II. Payment Conditions**

1. Payments have to be made without discount deduction and in such a way, that the amount is available to us on the day of maturity. The buyer is only allowed to offset with undisputed or legally established claims. The buyer is entitled to rights of retention, insofar as they are based on the same contractual relationship.
2. After expiry of the agreed payment period default interest in the amount of 9% above the respective base interest rate will be charged.
3. Subsequently occurred circumstances resulting in a substantial deterioration of the financial situation, which are affecting our payment claim, entitle us to accelerate maturity - independently of the duration of bills of exchange, which had been accepted in lieu of payment.
4. If the buyer is in arrears with his payments, we are entitled to prohibit the further processing of the delivered goods and to take back the goods. This return is not a cancellation of the contract.
5. In the cases mentioned in the clauses 3-4, we are entitled to revoke the direct debit mandate and to request advance payment for the still outstanding shipments.
6. The legal consequences in the clauses 3-5 can be avoided by the buyer by depositing a security in the amount of our endangered payment claim.
7. The legal regulations concerning the default of payment shall be unaffected.
8. Payments for shipments of goods (supplier's invoices) shall be due within 30 days after invoice receipt. A cash discount of 2 % will be granted for payments within 14 days after invoice receipt.

**III. Securities**

We are entitled to securities for our claims in the manner and to the extent being customary, also if they are contingent or limited in time.

**IV. Offset**

We are entitled to offset payment obligation with any claims, which are due to us from the buyer against any claims, which are due to the buyer from us or the stated companies, of which the S+R company group directly holds the major shares.

**V. Retention of Title**

1. All delivered goods remain our property (goods subject to retention of title) until fulfillment of any claims, particularly the corresponding balance claims, which are due to us in line with the business relationship. This is also valid for future and contingent claims, such as from return bills.
2. Machining and processing of goods subject to retention of title will be executed by us, as manufacturer, for the purpose of § 950 German Civil Code, without any obligation. The machined and processed goods are considered to be goods subject to retention of title for the purpose of clause 1.
3. If the buyer processes, connects and mixes the goods subject to retention of title with other goods, we are entitled to joined ownership of the new object, at the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods, which have been used. If our property is void because of connection, mixing or processing, the buyer assigns to us already now the property rights or expectancy rights in the new inventory or object being due to him, to the extent of the invoice value of the goods subject to retention of title, in case of processing in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods, which have been used, and the buyer keeps them for us free of charges. Our joined ownership rights are valid for goods subject to retention of title for the purpose of clause 1.
4. The buyer is only allowed to resell the goods subject to retention of title in the regular business transactions with his usual terms of business and as long as he is not in default, provided he reserves the property and the claims from the resale according to the clauses 5 and 6 will be assigned to us. He is not entitled to dispositions of the goods subject to retention of title. Resale for the purpose of paragraph A) applies also to the use of goods subject to retention of title for fulfillment of contracts for work and work delivery contracts.

5. The buyer's claims from the resale of the goods subject to retention of title are assigned to us already now. They serve as security to the same extent as the goods subject to retention of title for the purpose of clause 1.
6. If the buyer resells the goods subject to retention of title together with other goods, the claim from the resale is assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If goods are resold, in which we hold joined ownership rights according to clause 3, a part of the claims corresponding to our joint ownership share is assigned to us.
7. The buyer is entitled to collect claims from the resale, unless we revoke the direct debit mandate for the cases detailed in the clauses A II 3 + 4. On our request, he is obliged to immediately notify his customers of the assignment to us, unless it is not done by ourselves - and to deliver the information and documents to us being required for collection. In no case, the buyer shall be authorized to assign the claims; this applies also to any kind of factoring business, that is also not permitted to the buyer by reason of our direct debit mandate.
8. The buyer is obliged to immediately notify us of a garnishment or other impairment by third parties.
9. If the value of the existing securities exceeds the secured claims by more than 10 %, we are obliged to release the securities to this extent at our own choice, if required by the buyer.

**VI. Place of Fulfilment and Place of Jurisdiction**

The place of fulfillment and the place of jurisdiction for both contracting parties is the legal domicile of the contractual GmbH. We are also entitled to sue the buyer at his general place of jurisdiction.

**B) Execution of the Shipment**

**I. Terms of Delivery, Delivery Dates**

1. The terms of delivery start with the date of our order confirmation, however, not before the entire clarification of all details of the order; the same applies to delivery dates.
2. If the buyer fails to fulfill contractual obligations in due time - also the obligation to co-operation or secondary obligations, such as the issue of a letter of credit, the procurement of national or international certificates, payment of an advance payment etc., we are entitled to postpone our terms of delivery and delivery dates adequately - without prejudice to our rights concerning the default of the buyer - according to the requirements of our production process.
3. Deciding for the observation of the terms of delivery and the delivery dates is the time of despatch ex works. If the despatch cannot be effected in due time through no fault of ourselves, the terms of delivery and delivery dates are considered to be observed with the notification of the readiness for despatch.

**II. Dimension, Weight, Quality**

Deviations from dimension, weight and quality are admissible according to DIN or the applicable exercise. The weights will be determined on our calibrated scales, and they are relevant for invoicing. Evidence for the weight is the presentation of the weighing log. If not effected by individual weighing as usual, the total weight of the shipment is valid. Differences to the calculated single weights will be distributed proportionally.

**III. Despatch, Packing and Transfer of Risk**

1. The freight forwarder or freight carrier will be appointed by us.
2. If the loading or the transport of the goods will be delayed for a reason caused by the buyer, we are entitled to store the goods using equitable discretion, at the buyer's risk and expense, to take all measures for preservation of the goods and to invoice the goods as being delivered. The same applies, if goods having been advised as ready for shipment will not be called within four days. The legal regulations concerning the default of acceptance shall be unaffected.
3. Insofar as customary in trade, the goods will be delivered packed and protected against corrosion: the cost has to be borne by the buyer.
4. In case of transport damages, the buyer must arrange for a factual report to be made at the competent authorities without delay.
5. With the delivery of the goods to the freight forwarder or freight carrier, or when leaving the factory or the stock, at the latest, the risk is transferred to the buyer.

**IV. Warranty**

1. In case of justified, immediate notice of defects, the defective goods will be taken back by us and a replacement will be delivered; in lieu thereof, we are entitled to rework. The buyer is only entitled to the legal warranty rights, if we do not satisfy these obligations.
2. The buyer must immediately give us an opportunity to convince us of the defect, and in particular, make the rejected goods or samples of it available to us on request.
3. After execution of an agreed acceptance, a notice of defects, which might be determined on the occasion of this acceptance, is excluded.
4. Goods, which have been sold as outclassed material, such as the so-called material II-a, are excluded from the warranty for the buyer as to the indicated defects and the defects, which can normally be expected.

**C) Limitation of Liability**

Unless otherwise specified in these conditions, we are only liable for damages caused by breach of contractual or non-contractual obligations due to intent or gross negligence. However, we are only liable for intent and gross negligence of non-executive vicarious agents, if they break an essential contractual obligation. Any claims as to the Product Liability Act shall be unaffected.

**D) Miscellaneous**

**I. Export Certificate**

If a buyer, who is outside the Federal Republic of Germany in the borders of 03/10/1990 (outside territory customer) or his representative collects goods, or forwards or ships goods to the outside territory, the buyer must provide to us the export certificate required for tax reasons. If this export certificate will not be provided, the buyer must pay the statutory turnover tax for the invoice amount being in force for the shipments within the Federal Republic of Germany.

**II. VAT Identification Number**

For shipments from the Federal Republic of Germany to other EC member states, the buyer must advise us his VAT Identification Number for execution of his acquisition tax within the EC prior to shipment. Otherwise, he must pay the agreed purchase price plus the statutory sales tax amount owed by us for our shipments.

**III. Applicable Law**

1. The legislation of the Federal Republic of Germany is applicable under exclusion of the convention of the United Nations dated 11/04/1980 concerning the contracts of the international merchandise purchase. For invoicing of the shipments from the Federal Republic of Germany to other EC member states, the value added tax act of the corresponding receiving member state is applied, if either the buyer is registered in another EC member state for turnover tax or if we are registered in the receiving member state for turnover tax.

**S+R Maschinenbau GmbH**

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