

General Terms & Conditions of Sale G. Krahmer GmbH

I. General, scope of application

1. Our services, deliveries and offers are rendered to our customers (hereinafter "Purchasers") exclusively on the basis of the following General Terms & Conditions of Sale (GTCS).
2. The GTCS shall also be applicable, as most recently amended, to future contracts with the same Purchaser, without G. Krahmer GmbH (hereinafter "Supplier") having to make repeated reference thereto.
3. Purchaser's terms & conditions in conflict with or differing from our terms & conditions shall not be recognised unless we expressly agree that they apply.

II. Offer, conclusion of contract

1. The Supplier's offers shall be without obligation. The contract shall only come into existence as of written confirmation of order.
2. The Purchaser's order of goods shall be deemed a binding offer of contract. Except when specified otherwise in the order, we shall be entitled to accept this contract offer within 14 days after receipt thereof.
3. The documents pertaining to the offer, such as illustrations, drawings, size and dimension specifications, shall be regarded as approximate mean values.
4. The right is reserved to make changes of design and form which are due to technological advances or statutory requirements up to the time of delivery, provided there is no substantial change to the item to be delivered and the changes are reasonable from the Purchaser viewpoint.
5. Advisory services and information, e.g. on the use, processing and application of the goods, shall be provided in good faith. The liability of the Supplier is limited to premeditation and gross negligence. The liability of the Supplier for damages resulting from injury to life, person or health, which are based on a negligent breach of duty by the Supplier or his agents, remains unaffected. The suitability of the goods for the ultimate use must in every case be checked by the Purchaser, unless otherwise agreed in written form.

III. Prices, terms of payment

1. Except when specified otherwise in the order confirmation, our prices shall apply net ex works. The prices shall not include shipping costs and the costs of transport insurance. Aforesaid costs shall be charged to the Purchaser separately.
2. The Supplier may adjust its prices if the period between contract conclusion and agreed delivery date is more than four months; in this case the Supplier's valid price on the day of delivery shall apply. In the case of delivery within four months the price valid on the day of contract conclusion shall apply.
3. Except where otherwise agreed, the purchase price shall be payable, without deduction, immediately after receipt of invoice. The Supplier shall be entitled first to set off the Purchaser's payments against other payables of the Purchaser as follows: first against costs, then interest and then the principal amount due. Payments must be effected to the Supplier's domicile without any charges to Supplier. Payment shall be deemed effected only as of the crediting of the invoice amount to the Supplier's business account. In the case of letters of credit the Purchaser shall meet all the charges and costs incurred, except the handling fee charged by German banks. The bank charges arising from payment on collection and clean payment terms shall be at the Purchaser's expense, as also any German payment commission under clean payment terms, and the bill of exchange taxes for payments on B/L terms.
4. The statutory rules shall apply in the event of default on payment.
5. Cash discount may only be deducted by separate agreement.
6. Purchaser's rights of offsetting, and exercising a right to withhold payment, against claims by the Supplier shall be excluded except when the Purchaser's claims are undisputed or established at law.

IV. Delivery, transfer of risk

1. The delivery period shall commence as of dispatch of the order confirmation, but not before receipt of any and all documents to be provided by Purchaser and settlement of all technical questions. Delivery dates or periods shall be subject to written agreement.
2. The Supplier shall not be responsible for delays of delivery or services due to force majeure or to circumstances which make the delivery difficult or impossible for the Supplier - this shall include strikes, lockouts, orders by public authorities, including when these affect the Supplier's component suppliers. In these cases the Supplier shall be entitled to postpone the delivery or service by the duration of the impeding event, plus a reasonable lead time, or to withdraw, wholly or in part, from the contract with regard to the part thereof not yet fulfilled. If the impeding event lasts longer than three months, the Purchaser shall be entitled, after setting a reasonable extension, to withdraw from the contract with regard to the part thereof not yet fulfilled. If the delivery period is extended or if the Supplier is released from its Obligations, this shall not entitle the Purchaser to assert claims for damages.
3. If the Purchaser defaults on acceptance the Supplier shall be entitled, after setting a reasonable extension for acceptance, to take possession of the delivery item and to supply the Purchaser at an appropriate later date or to withdraw from the contract. If the Purchaser is in default on acceptance or in breach of other cooperation obligations, it shall be obliged to pay the Supplier damages thereon.
4. The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser as of delivery of the goods to the person conducting the transport thereof, otherwise not later than delivery to the Purchaser. Should dispatch become impossible, the Supplier not being at fault, the risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser as of notification of readiness for dispatch. This shall apply in particular when, after notification of readiness for dispatch, shipment is delayed at the request of the Purchaser. In this case the risk of accidental loss or accidental damage shall also pass to the Purchaser. In other respects the shipping shall be at the Purchaser's risk and expense.
5. The Supplier shall be entitled to render part-deliveries and part-services within the limits of reasonableness.

V. Retention of title

1. To secure the claim on the purchase price, the delivery items shall remain the property of the Supplier up to payment of the purchase price in full (hereinafter: "Reserved Property"). If the Purchaser processes the Reserved Property, the processing shall be in the name of and for the account of the Supplier. The Supplier shall acquire direct ownership of the new product. If the processing is of materials with more than one owner, the Supplier shall acquire a co-ownership share of the new product in proportion to the value of the Reserved Property. The Purchaser shall keep the Supplier's property safe without charge. If the value of the securities exceeds that of the payables by more than 20%, said securities shall be released on request.
2. The Purchaser shall be permitted to resell the Reserved Property in the course of ordinary business as long as it is not in default. If the Purchaser does not duly meet its payment obligations, the Supplier shall be entitled to revoke permission to resell. Pledging or assigning as security shall not be permissible. In the event of resale the Purchaser herewith, to secure the claim on the purchase price, assigns to the Supplier the claims on the customer resulting from the resale. The Supplier shall authorise the Purchaser to collect the claims assigned to the Supplier in its own name and for the account of the Supplier. If the Purchaser is in breach of the contract, if in particular it does not duly meet its payment obligations, the Supplier shall be entitled to revoke the authorisation to collect and to assert the claims itself. If the authorisation to collect is revoked by the Supplier, the Purchaser shall be obliged to inform the debtor of the assignment of the claim.
3. If the Reserved Property is seized by third parties, the Purchaser shall be obliged to state that it is the property of the Supplier, and to notify the Supplier of the seizure in writing without delay.
4. If the Purchaser is in default with payment of the purchase price, the Supplier, after setting a reasonable grace period, shall be entitled to withdraw from the contract of sale and to require the Purchaser to surrender the Reserved Property.

VI. Copyright

1. The Supplier reserves proprietary rights and copyrights to illustrations, drawings, calculations and other documents. Said items may not be reproduced or made accessible to third parties without written consent.
2. If the Supplier has to deliver to Purchaser's specifications, Purchaser shall assume liability for ensuring that no industrial property rights of third parties are infringed, and also for the risk covering suitability for intended use. If the Supplier is forbidden by a third party - invoking an industrial property right owned by said party - to manufacture and deliver items which the Supplier is required to deliver according to the Purchaser's drawings, specifications, samples, etc., the Supplier shall be entitled - without being obliged to examine the legal situation-

to stop the manufacture and delivery until the legal status of the industrial property rights has been ultimately resolved, all claims for damages by the Purchaser being excluded, and to require reimbursement of the costs incurred. This shall be without prejudice to claims for damages of further extent.

VII. Warranty

1. The rights of the Purchaser in case of defects of quality and title shall be governed by the provisions of statute law, except whereregulated otherwise below.
2. If the delivered item shows a quality defect within the period of limitation, the Supplier shall first provide rectification or replacement at its option, free of charge. In the case of replacement the Purchaser shall be obliged to return the faulty item. The Supplier's right to refuse remedy subject to the relevant statutory requirements shall remain unaffected. Claims on quality defects shall become time-barred in 12 months, calculated as from the time of delivery of the item.
3. If the defect cannot be remedied within a reasonable period or if the rectification or replacement must be regarded as a failure for other reasons, the Purchaser may at its option require reduction of the payment due or withdraw from the contract. The rectification may only be assumed to have failed if the Supplier has been given sufficient opportunity for rectification or replacement without the desired success having been achieved, if the rectification or replacement is impossible, if it has been refused or unreasonably delayed by the Supplier, if there are justified doubts about the prospects of success, or if the rectification cannot reasonably be accepted for other reasons.
4. The Purchaser's claims under warranty shall be conditional on its having fulfilled its statutory obligations regarding inspection and complaint under sections 377 and 381 HGB (German Commercial Code). The Purchaser shall in particular be obliged to inspect the delivered goods for manifest defects. Manifest defects shall include substantial, readily visible damage to the goods. They shall also include cases of delivery of a different product or an insufficient quantity. Complaints about such manifest defects must reach the Supplier in writing within two weeks after delivery. Complaints made by the Purchaser about defects which only became manifest later must reach the Supplier within two weeks after detection. In the event of breach of inspection and complaint obligations the goods shall be deemed accepted in respect of the defect concerned.
5. The Purchaser shall only be entitled to withhold payments and invoke claims for damages the extent that same is done in utmost good faith and in proportion to the defect complained about, i.e. to the maximum amount of the part of the purchase price that corresponds to the article specifically complained about.
6. Claims for defects shall not arise from minor breaches of obligation, such as insignificant departure from the agreed properties, insignificant impairment of serviceability, normal wear and tear, and damage which occurs, after the transfer of risk, as a result of incorrect or negligent handling, application of excessive load, inappropriate operating equipment, faulty exploitation or processing or as a result of special external influences which are not stipulated according to the contract.

VIII. Liability

1. The Supplier shall be liable for damage or loss incurred by the Purchaser, for whatever legal reason, only in cases of premeditation or gross negligence, except when the damage or loss concerned results from
 - a) injury to life, person or health, or warrantiesor
 - b) a premeditated or grossly negligent breach of obligation by a legal representative or agent.
2. If a material contractual obligation is breached due to minor negligence, the Supplier's liability for property damage and financial losses shall be limited to predictable damage or loss under standard contract conditions. A contractual obligation shall be deemed material if the due and correct execution of the contract is dependent on the fulfilment thereof, and if the Purchaser trusted, and was entitled to trust, that it would be complied with.

IX. Finalprovisions

1. The complete legal relationship between the Supplier and the Purchaser shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations CISG Convention.

2. If the Purchaser is a business operator, the courts at Cologne shall have exclusive jurisdiction. We shall however also be entitled to sue the Purchaser before the court with jurisdiction for his domicile. If the Purchaser is a business operator, the place of fulfilment shall be the Supplier's domicile.
3. Should a provision of these General Terms & Conditions be or become invalid, this shall not affect the validity of all the other provisions or agreements.
4. Alterations, additions and ancillary agreements to these General Terms & Conditions and to individual contracts shall only be effective if in written form. This shall also apply if written form for alterations is to be cancelled.