



GENERAL CONDITIONS OF SALE

(Version 03/2019)

1. Price

The buyer purchases the machine from the seller at the agreed price net plus the current value added tax (within Germany).

2. Prove of delivery

Buyer out of Germany, within EG:

The buyer is obliged to prove delivery of the contract subject in form of an official certificate accepted by the seller's financial authorities. The original document has to be sent to the seller by courier service (traceable) within two weeks after collection/delivery of the goods. Should the seller not receive this document within the above period, the buyer is obliged to pay the current effective value-added tax of net contract value within 10 days after receipt of a separate invoice. If delivery document is received subsequently, the seller will refund this amount to the buyer.

3. Scope of delivery

The machine is „sold as seen“, including agreed accessories, but excluding clamping fixtures, tools etc. if not stated otherwise.

4. Exclusion of liability for defects

The subject machine is a second-hand machine. Obvious or hidden defects are not known to the seller, but cannot be excluded. The machine will be purchased, as seen. Even if the buyer did not make use of the right, to view the object of delivery for what reason ever, he herewith accepts its condition as contractual. Any liability for obvious or hidden defects as well as compensation for losses is explicitly excluded.

All technical data, installation plans, working range sketches, year of manufacture and equipment described in this or previous documents are subject to error and are, therefore, non-binding. The buyer herewith confirms, that he verified those data during his visit or with the manufacturer of the object of delivery by means of the machine-/serial-no.

5. Liability limitations

The liability for consequential or unforeseeable damage, loss of production, downtime, loss of profit, failed savings and property losses of third parties, is limited to 5% of the contract value in case of simple carelessness, except for damage from the violation of life, the body or health.

6. Terms of delivery

Delivery as well as risk transfer will be determined separately and are based on the Incoterms 2010. Other arrangements only become effective if agreed upon in writing.

If the machine will be collected by the buyer, he will borne the cost of freight, customs duty, postage, insurance cost or other charges incurring after shipment of the machine.

The machine will not be packed. In case the truck is not closed, the buyer has to take care that the machine is properly packed according to transport ways and weather conditions.

In case delivery will be delayed due to force majeure, labor disputes, especially strike and lockout, as well as any circumstances for which the seller is not responsible, the time of delivery will be prolonged accordingly, under the condition that such obstacles verifiably have a considerable influence on the delivery in due time. This also applies if such circumstances occur after seller is delayed.

Buyer out of EG:

If the subject machine or parts of it are listed as „Dual Use Good“ in the lists of the German Federal Office of Economics and Export Control (BAFA) or/and are subject to an export approval, the seller's contract obligations only become effective after the export license has been officially issued by the BAFA. If the BAFA declines the export, the seller has the right to withdraw from the contract without prejudice. Any liability as well as compensation for losses etc. is explicitly excluded. Any down-payments, etc. which might be already payed, will be immediately transferred back to the buyer's account.

The control procedure at BAFA normally takes some weeks. The buyer accepts the prolongation and the deviation from the delivery date mentioned above.

7. Terms of payment

The payment is according to individual agreements. In any case, the payment must be credited on seller's account before dismantling and delivery.

8. Right of withdrawel

The seller has the right to withdraw from the contract if the payment and thus the delivery date is delayed for 4 weeks. (receipt of the payment on seller's account). Expenses for dismantling, transport, temporary storage, loading and unloading, warehouse rent etc. which eventually have occurred on the seller's side



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due to a delayed payment/collection or non-payment/collection is to be borne by the buyer. The seller reserves the right to claim recourse due to non-compliance of the contract.

9. Retention of title

The contract subject remains property of the seller until all payments and other obligations regarding the contract have been balanced completely.

10. Obligation to maintain confidentiality

The buyer and the seller are obliged to maintain confidentiality towards third parties and especially towards the seller's pre-supplier with regard to details of price, payment, delivery etc. agreed upon in this contract. This does not apply to banks and leasing companies or other persons or institutions directly involved in the financing of the object.

11. Conditional acceptance

The buyer and the seller are obliged to maintain confidentiality towards third parties and especially towards the seller's pre-supplier with regard to details of price, payment, delivery etc. agreed upon in this contract. This does not apply to banks and leasing companies or other persons or institutions directly involved in the financing of the object.

12. Conditions of validity

In case single terms of this contract become ineffective, all other terms remain their validity. Our deliveries (sales) are subject only to the terms agreed in this contract. Conflicting, deviating or additional terms from the buyer are not accepted, unless they have been explicitly agreed by the seller in writing.

13. Law and place of venue

The contract is subject to the law of the Federal Republic of Germany.
For all disputes regarding the contract, the court responsible for the seller's head office is in charge.

Markgröningen, 01. March 2019