

General Terms and Conditions

Terms of Sale and Delivery

I. General information The following terms of delivery and payment apply to the entire business relationship with our customers. Purchaser shall acknowledge them as being binding for the present contract and for all future transactions in the respectively effective version. All agreements to the contrary shall require our written consent. Purchaser shall abstain from asserting its own terms of purchase. Moreover, our silence shall not make these a part of the contractual content.

II. Offers

1. Our offers are always subject to change without notice.
2. Illustrations, dimensions and weights, as well as information of any other kind, shall not be binding. We reserve the right to make design modifications.
3. Side agreements of any kind require our written consent to be valid; in particular, differences in graphical descriptions shall only be valid if they were stipulated in detail beyond all doubt.

III. Delivery

1. Deliveries shall be made according to the circumstances of our operations. We shall grant no guarantee of adhering to a delivery deadline. Should Purchaser be in default with the payment of a former delivery, we are entitled to retain deliveries without being obligated to compensate any losses caused thereby.
2. If we should be prevented from fulfilling the contract owing to disturbances in production or delivery involving ourselves or our sub-suppliers, for instance, owing to *force majeure*, traffic jams, strike or lockout, then the delivery period shall be appropriately extended. Purchaser may only withdraw from the contract if it grants us in writing a reasonable period of grace following the expiration of the extended period. The withdrawal must be made in writing, if we do not fulfil our obligations within the period of grace.
3. If it should be impossible for us to fulfil the contract for the reasons stated in Paragraph 2, then we shall be released from our obligation to deliver. We shall inform Purchaser of this situation without delay. Claims of Purchaser for damages due to delay or non-fulfilment shall be excluded
4. We shall be entitled to make partial deliveries.
5. Call orders must be called for and accepted in due time and in the agreed partial quantities. In the case of call orders without agreed terms, production lot sizes and acceptance dates, we can demand a binding agreement to this effect no later than three months after order confirmation. If Orderer does not comply with this demand within three weeks, we shall be entitled to set a two-week period of grace and, should this expire to no avail, to withdraw from the contract or reject the delivery and demand compensation of damages.

If the contractual amount should be exceeded by the individual calls, we shall be entitled to deliver the surplus, but not obligated to do so. We can charge the prices effective at the time of the call or delivery.

IV. Prices

1. The prices apply, in the absence of a special agreement, ex works for deliveries in Germany, exclusive of freight, packaging and insurance, which expenses shall be borne by Customer or Orderer.

2. VAT is not included in the prices and will be accounted separately.

V. Payment

1. Our invoices are payable within 30 days of the invoice date. Discounts are only permissible if they have been confirmed in writing on the order confirmation. However, we are also entitled to make delivery dependent on immediate payment.

2. If the period allowed for payment is exceeded, we shall be entitled, without any extra reminder, to charge interest in the amount of 3 % above the bank rate of the Deutsche Bundesbank (German Central Bank) in each case, at least 8 % p.a., however.

4. We reserve the right to decide on a case-by-case basis whether to accept bills of exchange and cheques. They shall only be accepted on account of payment and credited to account under usual reserve. We charge the discount and collecting charges in line with banking practice. We shall assume no guarantee for punctual collection or punctual protest.

5. In the event that a bill of exchange or cheque is not cashed on time, or circumstances should arise for Purchaser which in our opinion no longer justify the granting of a period of grace, we shall be entitled to make all accounts receivable due immediately – even if bills of exchange or cheques have been given for this purpose.

6. Purchaser shall not be entitled to a right of retention. Offsetting shall only be allowed if we have acknowledged the counterclaim in writing.

VI. Reservation of proprietary rights

1. The goods shall remain in our possession until all accounts receivable from Purchaser – including those arising in the future – shall be paid, on any legal grounds whatsoever (including bills of exchange, cheques, assignments, suretyship, compensation for damages, etc.) This shall also include contingent receivables.

2. In the event that such reserved goods within the scope of §§ 947 and 950 of the German Civil Code are processed or combined with other items not belonging to us, we shall be entitled to a share of co-ownership in the new item in proportion with the value of the items subject to retention of title to the rest of the processed or combined item at the time of processing or combining. In the event that Purchaser should acquire sole ownership of the new item, it shall transfer to us here and now co-ownership in the new item in proportion with the value of the processed or combined reserved goods to the rest of the processed or combined item at the time of processing or combining and shall keep this for us free of charge.

3. Purchaser shall be allowed to sell the reserved goods in the course of regular business operations for cash or under reservation of title; not for other purposes, however, in particular, assignment as security or pawning.

4. To ensure our claims – on any legal grounds whatsoever (compare Number VI, Paragraph 1) – Purchaser shall here and now transfer to ourselves all outstanding accounts based on goods from our deliveries in the amount of the resale price, including VAT of the corresponding claims from bills of exchange – with all ancillary rights.

5. In the event that the reserved goods are sold for an all-inclusive price together with other goods not belonging to us, the transfer shall only amount to half of the amount which we charged Purchaser for the reserved goods which were sold in combination

6. In the event that claims of Purchaser arising from the resale are credited to a current account, Purchaser shall here and now transfer to ourselves its claims on its customer arising from the current account. This transfer shall correspond to the amount which we charged for the reserved goods which have now been resold.

7. Purchaser shall be entitled, until such entitlement be revoked, to collect the claims transferred to ourselves. In the event that circumstances should arise which in our opinion no longer justify granting of a period of grace, Purchaser must allow us access to its bookkeeping documents for the purpose of ascertaining the claims transferred pursuant to Number VI,

Paragraph 4ff.; and provide us with all information and documents, as well giving us bills of exchange and – at our request – notifying the debtors in writing of the transfer.

8. If circumstances such as those mentioned in Number VI, Paragraph 7 should arise, Purchaser must grant us access to the reserved goods still in its possession, send us a precise list of the goods, separate the goods and hand them over to us. Should the value of this security exceed the amount of our claim by more than 20 %, we shall release to that extent the security at our discretion upon request of Purchaser.

9. Purchaser shall inform us in writing should third parties gain access to the reserved goods or the claims transferred to ourselves and help us in every way in the intervention. The costs of this shall be borne by Purchaser.

VII. Packaging and shipment

1. We deliver in packages customary in the trade and according to the state of the art. Acceptance of the goods by the carrier or forwarding agent without complaint shall constitute proof of unobjectionable packaging.

2. Inner packages and boxes shall be charged at cost and not taken back. If the goods are shipped in our own or borrowed containers, then these packages must be returned to us carriage free within 3 days after delivery.

3. Goods shall be shipped from our plant. We shall be entitled, but not obligated, to provide transportation insurance cover on order of Purchaser and at a charge to cover the costs.

VIII. Transfer of risk Risk shall pass to Purchaser as soon as the goods leave our plant. All shipments, including any returns, shall travel at the risk of Purchaser.

IX. Warranty

1. The goods shall be delivered in the design and with the attributes usual for us at the time of delivery.

2. The warranty shall consist in our remedying within the warranty period deficiencies verifiably due to defects in material or manufacturing by replacement free of charge or substitute delivery at our discretion.

3. The warranty obligation shall not apply if the notices of defects are not brought forward without delay, if Purchaser or third parties have interfered with the products, if the defect is due to natural wear and tear, is a consequence of unfavourable circumstances or violations of our operating instructions or of the rules of electrical engineering, or if our demand for return of the faulty object is not complied with immediately. For products from sub-suppliers, warranty will only be granted insofar as the sub-supplier has as a matter of fact granted us a warranty for the specific object.

4. The warranty period for our products amounts to 24 months, counting from the day of delivery ex works. Warranty means that we will repair or replace the pieces, at our discretion. Pieces that are replaced and no longer used for the ordered goods shall pass into our possession. The terms of delivery of the respective sub-supplier apply to accessories that we have not produced. A warranty shall in any case run out when the amount of the invoice total for the respective piece is exhausted. Claims based on consequential damages shall be excluded.

5. Faulty goods sent back to us must be properly packaged.

6. In the event of faulty assembly, Purchaser may only demand repair.

7. Repairing, exchanging or adding to the delivered goods shall neither inhibit nor interrupt the original warranty periods.

8. No further warranty shall be granted. In particular, conversion or compensation for damage – on any legal grounds whatsoever (guarantee of specific properties, positive breach of contract, etc.) – shall be excluded. Nor shall we assume liability for consequential damages.

X. Repair

1. Goods shall be repaired without guarantee if no notification of defects has been submitted
2. In the event of repairs, objections must be asserted within one week after the product has been received or the repair is finished. Later complaints cannot be taken into consideration. The warranty terms in Number IX apply accordingly.

XI. Labelling, protective rights

1. Any alteration in our goods and any sort of special stamping that could be deemed to be the original mark of Purchaser or of third parties, or which could give the impression of a special product, shall not be permitted.
2. We shall assume liability for ensuring that the sold goods as such are free of protective rights of third parties in all countries of the world with the exception of the U.S.A. and Japan; if third parties should assert justified claims in these countries, we shall acquire for the sold goods as such a license of our own choice and at our own expense, or replace them with such goods as are free of protective rights. Should this not be possible for legal or technical reasons, or unreasonable from commercial points of view, then we shall take the goods in return for repayment of the purchase price. Further claims against us shall be excluded. We shall assume no liability if using the sold goods should encroach upon the protective rights of third parties.
3. We shall assume no liability if goods manufactured according to Purchaser's specifications should encroach upon the protective rights of third parties. This shall also apply if we cooperated in the development or developed the goods ourselves according to Purchaser's specifications.

XII. Legal force

Should any of these Terms – for any reason whatsoever – not be applied, this shall not affect the legal force of the remaining terms.

XIII. Legal venue, jurisdiction

The place of fulfilment shall be Nürtingen. Jurisdiction for all disputes arising from this contractual relationship, including withdrawal and so forth, shall be Stuttgart or Nürtingen, at our own option, insofar as no law should mandate otherwise. The laws of the Federal Republic of Germany shall exclusively apply.

XIV. In all other respects, the General Terms of Delivery for Products and Services of the Electrical Industry shall apply