

Conditions of Sale and Supply (September 2011)

§ I - Validity of the conditions

1. The deliveries, performances and offers of the Friedhelm Selbach GmbH take place exclusively on the basis of these Conditions of business. These are consequently applicable for all future business relationships, even if these are not still expressly agreed again. These conditions are deemed to have been accepted at the latest on acceptance of the goods or performance. Contradictory confirmation from the Contract Partner indicating his conditions of business or purchase is hereby expressly opposed.

2. Deviations of these Conditions of business shall only be effective if the Friedhelm Selbach GmbH has confirmed the same in writing.

§ II - Offer, Conclusion of contract and price

1. The offers of the Friedhelm Selbach GmbH are always subject to change and only become binding with the written confirmation of the order by the Friedhelm Selbach GmbH. The same applies for the supplements, amendments or additional agreements. The prices are ex. works plus VAT and do not include packaging.

2. If orders are not more than 100,00 EURO net we have to demand 20,00 EURO less-value-surcharge.

§ III

1. Exclusively only the material specified in the contract belongs to the scope of the delivery.

§ IV - Deadlines for delivery and performance

1. The observance of periods, that has named by the Friedhelm Selbach GmbH for supply, presuppose that the customer deliver all the records, authorizations and decontrols timely, just as advance the observance of the appointed payments and other obligations of the customer. If these prerequisites delay themselves, the periods extend themselves measured for the Friedhelm Selbach GmbH, that is not valid if the Friedhelm Selbach GmbH has to represent the postponement.

2. If the non-compliance of the periods is on higher force, mobilization, war, disorder, strike, lock-out and similar events to lead back, the periods extend themselves measured.

3. The compensation on the basis of delay of the Friedhelm Selbach GmbH is restricted on at most 5% of the price for the part of the deliveries, that could not be delivered because of the delay. The compensation-claims outgoing over this border are impossible. This is not valid, as far as in cases of the resolution, the coarse negligence or because of the injury of the life, the body or the health necessarily is been liable.

4. The customer can only resign in the framework of the lawful regulations of the contract as far as representing the postponement of the delivery of the Friedhelm Selbach GmbH is. An alteration of the proof-load to the disadvantage of the customer is connected not with the prominent regulations.

5. The customer must explain on desires of the Friedhelm Selbach GmbH within an appropriate period whether he/it resigns because of the postponement of the contract or insists on delivery.

6. The customer pays camp-money in height of 0,5% of the price of the objects, at most however altogether 5%, for every started month after ad of the shipping-willingness through the Friedhelm Selbach GmbH. The proof of higher or lower warehouse expenses remains the parties reservations.

§ V - Mondays

1. Mondays, supervision of Mondays and montage-expenses belongs only to the delivery capacity of the Friedhelm Selbach GmbH, provided this is specifically appointed. Besides, these sale - and delivery-conditions are applied to the activity of the montage-co-workers of the Friedhelm Selbach GmbH equivalently.

2. Especially, the Friedhelm Selbach GmbH is liable for damages, that from her/its/their co-workers in implementation or from Anlass of her/its/their montage as well as Montageüberwachungsstätigkeiten verursacht werden, nur, wenn der Friedhelm Selbach GmbH, ihren leitenden Angestellten oder ihren Erfüllungsgehilfen Vorsatz oder grobe Fahrlässigkeit zur Last fällt.

3. The Friedhelm Selbach GmbH is liable for damages, that are caused by assemblers of the Friedhelm Selbach GmbH as fulfillment-assistants, by no means.

§ VI - danger-transition

1. The danger becomes the property of the covenantor as soon as the program has been handed over to the person executing the transportation or has left the camp of the Friedhelm Selbach GmbH for the purpose of shipment. Don't take place the shipping after declared delivery-willingness on wish of the customer, the danger becomes the property with the communication of the shipping-willingness of him/it. Provided the shipping-type is not stipulated, she/it stands in the free discretion the Friedhelm Selbach Ltd.

§ VII - guarantee

1. The guarantee-period for all products amounts to 12 months from delivery-date in accordance with after following conditions. This is not valid, as far as the law in accordance with §§ 438 I No. 2 (constructions and matters for constructions), 479 I (recourse-claim) or at other position longer periods stipulates, just as in cases of the injury of the life, the body or the health, with a willful or roughly negligent duty-injury of the Friedhelm Selbach GmbH or their representative or fulfillment-assistants as well as when fraudulent withholding a lack. The lawful regulations over course-inhibition, inhibition and Neubeginn of the periods remains untouched.

2. As far as the Sachmängelansprüche are not superannuated in twelve months, they are superannuated in four undzwanzig months.

3. The customer has to test the delivery after entrance instantaneously and the Friedhelm Selbach GmbH possible lacks and faulty-quantities - also the possible absence of assured qualities -, to tell within eight working days in writing at the latest.

4. The Friedhelm Selbach GmbH guarantees that the products are freely from product-ion - and material-lacks. She/it adopts the guarantee for the observance of the appointed technical working conditions in the manner that the Friedhelm Selbach GmbH replaces faulty parts within the guarantee-period after her/its/their election gratuitously or can provide flawless function through update. If the repeated update goes wrong, the customer of the contract can resign or can decrease the emolument.

5. From the guarantee is excluded part, that towards the natural wear unterlie.

6. After election of the Friedhelm Selbach GmbH has to make available the defective parts in the case of the guarantee of the tidings at the Friedhelm Selbach GmbH or the technician sent out by her/it/them.

7. Business - or maintenance-instructions of the Friedhelm Selbach GmbH are not followed, alterations at the products planned, parts replaced or consumables, that don't correspond to the original-specifications, used the guarantee slips.

The guarantee slips for such damages, that originate through it, that the customer meets measures suitable not immediately so that the Friedhelm Selbach GmbH can remedy the lack and can hold the damage with it low.

8. Low customary or technical unvermeidbare deviations of the color, form, quality of the description of the delivery-object or from patterns is not valid as lack.

Prove a lack-reprimand to be unwarranted, the customer has to carry the expenses emerging the Friedhelm Selbach GmbH. For used appliances, each guarantee is excluded.

9. Guarantee-claims against the Friedhelm Selbach GmbH are entitled only the immediate covenantor and are not abtretbars.

10. Continuing or other than the claims of the customer regular in this section against the supplier and his fulfillment-assistant because of a fact-lack is impossible. For compensation-claims is valid in the spare number XI.

§ VIII - payment

1. If doesn't agree specifically differently, the bills of the Friedhelm Selbach GmbH are payable inner from 30 days after bill-date of net cash register free of charge half. The Friedhelm Selbach GmbH keeps itself in principle before, deliveries against COD as well as Vorkasse vorzunehmen. With payment within 10 days, the Friedhelm Selbach GmbH grants 2% discounts.

2. The Friedhelm Selbach GmbH is justifiable, despite differently regulations of the customer, first to credit payments on his older debts. Expenses and interests have already originated, so the Friedhelm Selbach GmbH is entitled, the payment first on the expenses, then on the interests and, finally to credit on the main-performance.

3. The customer gives up the assertion of a lien from former or other businesses of the current bill. The Aufrechnung with counterclaims is only insofar allowable as these of the Friedhelm Selbach GmbH are acknowledged and are determined to the payment due or final.

4. The payment is regarded first as take place then if the Friedhelm Selbach GmbH can own the amount. In the case of checks, the payment is only regarded as take place if the check is finally cashed.

5. If the customer gets in delay, the Friedhelm Selbach GmbH is entitled, from the relevant time at interests in height the from the commercial banks of calculated interest rate for open Kontokorrentkredite, to calculate in height of 5% over the respective basis-interest rate of the European central bank at least however.

6. If the customer doesn't comply with his/its covenants, especially a check doesn't cash or puts in his/its payments, or if the Friedhelm Selbach GmbH becomes known other circumstances, that put the rating of the customer in question, the Friedhelm Selbach GmbH is entitled immediately to put the entire rest-balance due even if she/it has assumed checks. The Friedhelm Selbach GmbH is entitled in this case furthermore to require prepayments or baills.

§ IX - proprietary-reservation

1. Up to the fulfillment of all demands, that the Friedhelm Selbach GmbH is entitled for each legal-reason against the customer now or in the future, the Friedhelm Selbach GmbH will grant the following securities, that she/it will release on desires after her/its/their election, as far as her/its/their value exceeds the demands about more than 20% persistently.

2. The ware remains property the Friedhelm Selbach Ltd. Processing or Umbildung always takes place for the Friedhelm Selbach GmbH as manufacturers, however without obligation for her/it/them. The property of the Friedhelm Selbach GmbH goes out through connection, mixture or similar, is agreed already now so, that the Friedhelm Selbach GmbH becomes co-owner at the uniform matter in accordance with the bill-value of the matter delivered by the Friedhelm Selbach GmbH. The customer or covenantors keeps the property of the Friedhelm Selbach GmbH gratuitously. Ware, at which the Friedhelm Selbach GmbH is entitled property, is called reservation-ware.

3. The customer is justifiable, from which Friedhelm Selbach GmbH to process delivered products like reservation-ware in the proper business as well and to veräußern, as long as he/it is not in delay and as long as the Friedhelm Selbach GmbH doesn't disagree with the proper processing or sale. Pledges or Sicherungsübereignungen of products, that stand under proprietary-reservation, or reservation-ware is not allowable. That from the resale or for other legal-reason respecting the reservation-ware emerging demands including securities transfers the tidings in full scope at the Friedhelm Selbach GmbH already now security-half. The Friedhelm Selbach GmbH empowers the customer revocably, that to move transferred demands at her/it/them for her/its/their bill into the own name. To on invitation of the Friedhelm Selbach GmbH, the customer will put the transfer frankly and will give the Friedhelm Selbach GmbH the necessary information and records.

4. With accesses third on the reservation-ware or on other under reservation-property ste hender ware will remind the tidings on the property of the Friedhelm Selbach GmbH and this instantaneously informs. The customer carries expenses and damages insofar.

5. With contract-unfavorable behavior of the customer, especially default, the Friedhelm Selbach GmbH is entitled to reclaim the reservation-ware on expenses of the customer or to require transfer of the publication-claims of the customer against third if necessary. No resignation of the contract lies in the withdrawal through the Friedhelm Selbach GmbH.

§ X - protected rights

1. The Friedhelm Selbach GmbH points out that she/it does her/its/their originator -, taste-pattern - and patent-right at all constructions developed by her/it/them ready legally allowable current. Finished marking left to the implementation of orders and calculations as well as other records remain property of the Friedhelm Selbach GmbH and are this always to return after taken place implementation of the job.

2. As far as the Friedhelm Selbach GmbH deals after Zeichnungen/Anweisungen of her/its/their clients, the client leaves the Friedhelm Selbach GmbH because of if necessary present protection-infringements.

3. Provided doesn't agree differently, the Friedhelm Selbach GmbH is committed, the ware merely in the country of the delivery-place freely from industrial protection-rights and copyrights third (protection-rights), to produce. Provided a third because of the injury of protection-rights through from the Friedhelm Selbach GmbH produced, contract-in accordance with used delivery against the customer justifiable claims raises, the Friedhelm Selbach GmbH is liable opposite the customer within the grace period set above like follows:

at that Friedhelm Selbach GmbH becomes after her/its/their election and on her/its/their expenses for the relevant deliveries either an usufruct obtains, she/it so it alters that the protection-right is not injured, or exchanges. If this of the Friedhelm Selbach GmbH is not possible to appropriate conditions, the lawful resignation - or decrease-rights are entitled the customer.

b, the duty of the Friedhelm Selbach GmbH to the performance of compensation follows itself under XI.

c, the customer is indebted, that to inform Friedhelm Selbach GmbH about third current done claims instantaneously in writing approximately. It is the customer prohibited without consultation with the Friedhelm Selbach GmbH immediately to acknowledge at injury of the Friedhelm Selbach GmbH remain reservations all defense-measures and comparison-negotiations. Put in the tidings the utilization of the ware for damage-decrease-reasons or other important reasons, he/it is committed to point out it to the third that is interconnected none recognition of the protection-infringement hereby. Contravene the tidings these obligations, a compensation - or exemption-claim slips against the Friedhelm Selbach Ltd.

d, as far as the customer has to represent the protection-infringement, claims slip the Friedhelm Selbach Ltd. Claims of the customer are furthermore impossible, if the protection-infringement through the handicaps of the customer, through an application advance-sight-pure from the Friedhelm Selbach GmbH not or through it is caused, that the ware of the customer changes or together with not from the Friedhelm Selbach GmbH delivered products is put in.

e, in the case of protection-infringements, the regulations are applied to the claims of the customer VII from above besides in accordance with.

f, continuing or others than the claims of the customer regular in this article X against the Friedhelm Selbach GmbH and his fulfillment-assistant because of a legal-lack is impossible.

§ XI - compensation

1. Damage - and expenditure-claims of the customer, is impossible immediately for which legal-reason, especially because of injury of duties from the obligation and from forbidden action.

2. This is not valid, generally necessarily is been liable, Z. B. according to the product-liability-law, in Fäll len of the resolution, the coarse negligence, because of the injury of the life, the body or the health, because of the injury of essential contract-duties. The compensation-claim for the injury of essential contract-duties is restricted on the contract-typical, previously-sight-pure damage however as far as resolution or coarse negligence is not available, or the injury of the life, the body or the health is been liable. An alteration of the proof-load to the disadvantage of the customer is connected not hereby.

3. As far as compensation-claims are entitled the customer after this article XI, they are superannuated with course of the limitation-period current for fact-lacks in accordance with article VII. The lawful limitation-rules are valid with compensation-claims according to the product-liability-law.

4. The Friedhelm Selbach GmbH entertains a liability insurance. The liability for damages is restricted in each case according to the height on the cover-sum of the liability insurance, that is communicated on wish.

§ XII - fulfillment-place, jurisdiction and anzuwendendes right

1. The right of the Federal Republic of Germany is applied to the business-conditions and the entire legal-relationships between the Friedhelm Selbach GmbH and her/its/their covenantors.

2. Fulfillment-place for all obligations from this contract is 42477 Radevormwalds.

3. As far as legally allowable, is 51688 Wipperfürth exclusive jurisdictions for finished itself from the contract-relationship directly or indirectly yielding disputes. The glei che is valid if the covenantor after contract-conclusion transfers his/its residence or gewöhnli etes stay into the foreign countries or his/its residence or usual stay in the time of the complaint-census not know is.

4. The uniform laws over the international purchase of movable matters and over the conclusion of such purchase-contracts find no application.

§ XIII - other

1. The aforementioned conditions are applied equivalently also to contracts of other type, insbesonde re work - and work-delivery-contracts.

2. A regulation should in these conditions or a regulation in the framework of other agreements ineffective is or becomes, so the effectiveness of all sonsti is not touched regulations or agreements towards from this.