

The following Terms and Conditions apply to all - including future - sales and deliveries of products and services if nothing to the contrary has been agreed upon in writing. They shall apply in their respectively valid version. Where conflict exists in this document and agreements directly in writing, the terms agreed between the parties have precedent. Any terms and conditions of the customer shall only apply if we agree to such in writing.

1. Our offers are non-binding. Agreements shall only be deemed to be concluded through our written confirmation of order or invoice. If an agreement initiated by telephone or electronic means is not confirmed in writing, the invoice issued by ourselves shall be deemed to constitute confirmation. Our staff members are not authorised to conclude subsidiary agreements or to make any commitments that go above and beyond the content of the written agreement or which amend these General Terms and Conditions to our disadvantage. Technical data, diagrams, drawings, information on weight and dimensions shall only be binding if such are confirmed in writing. We reserve the right to undertake changes in design. The customer shall be responsible for reviewing whether our goods can be used.
2. The delivery period shall commence upon confirmation of order, but not prior to clarification of all details relating to the execution of the agreement and receipt of the documents and approvals to be provided by the customer as well as the agreed-upon down payment. The delivery period shall be adhered to if the goods have been made available in the plant prior to the expiry of the deadline or readiness to effect shipment has been communicated. Our obligation to effect delivery shall always be subject to the proviso that we be supplied in due time ourselves.
3. We shall be entitled to effect partial deliveries if it is reasonable (in our opinion) for you to accept such.
4. Any desire for changes on the part of the customer as well as unforeseen events outside our sphere of influence, e.g. in particular force majeure, strikes, lock-outs, disruptions in plant operations, difficulties in procuring material and energy, delays in transport, measures taken by government authorities, failure to deliver or delays in delivery, etc., shall extend the period of delivery or deadline commensurately.
If the impediment is not of a temporary nature, we shall be entitled to withdraw from the agreement. If the customer cannot be expected to accept delivery as a result of the delay, it may withdraw from the agreement by declaring such to us in writing. Claims to compensation are in such cases excluded.
5. In the event of delays in delivery, our liability in the case of minor negligence on the part of our legal representatives or parties we hire to carry out the agreement shall be limited to 5% of the value of the goods. This shall not affect compensation instead of performance in accordance with section 10.
6. We shall select the most secure and inexpensive solution for shipment as we see fit. The risk and costs shall be transferred to the customer ex works. If shipment is delayed due to circumstances for which the customer is responsible,
 - the risk shall be transferred to the customer upon notice of readiness to ship being issued,
 - we shall store the goods at the expense of the customer; for storage of goods we charge at least 0.5% of the invoice amount of the stored consignment per month,
 - we shall be entitled to withdraw from the agreement after setting a reasonable grace period and expiry of such without being fulfilled or to demand compensation instead of performance,
 - the customer shall in particular bear the costs and risks that emanate from failure to issue instructions and perform the required formalities that the customer is responsible for in due time.
7. Prices solely include packaging, freight, etc. and do not include respectively applicable value-added tax. If we raise or lower our prices in general in the period between the conclusion of the agreement and delivery, the price that applies on the delivery date shall apply. If additional or increased levies or currency adjustments accrue between the conclusion of the agreement and delivery as a result of changes in laws and regulations, we shall be entitled to raise the purchase price accordingly.
Payments shall only be deemed to have been effected in the amount over which we can freely dispose of at a bank. We shall only accept checks and bills of exchange on account of payment; discounts and incidental expenses shall be borne by the customer. Such shall be due immediately. In the event of late payment, we shall charge interest in the amount of 9% above the base interest rate without any admonishment beginning when such become due. In addition, we shall be entitled to charge a lump-sum penalty for delay in the amount of € 40.
If any legitimate doubts come about with regard to the solvency of the customer, such as for example due to slow payment, delays in payment, bill or check protest, we may demand payments of security or cash *pari passu* with performance. If the customer fails to meet this demand within a reasonable period of time, we can withdraw from the part of the delivery agreement that has not yet been fulfilled. This period may be waived if the customer is recognisably unable to effect payment of a deposit, for example if the opening of an insolvency proceeding on the assets of the customer has been applied for. The customer may only set off counter-claims against our claim if such are undisputed or have been recognised by a court of law or government authority. The customer shall not be entitled to retain or reduce payment of due amounts in the event of disputed complaints about the goods.
8. We shall retain title to the goods delivered until the customer has satisfied all claims and receivables emanating from the business relationship and redeemed all bills of exchange accepted as clear by our bankers. In the event that our goods are processed and linked with other goods, we shall acquire co-title to the new goods in the ratio of the invoice value of the conditional goods to the other materials.

The customer may only sell the conditional goods in regular commerce and may not pledge or assign such; the customer shall inform us about any attempts by third parties to gain access to conditional goods without undue delay. If we so request, the customer shall insure the conditional goods against loss and damage at its own expense. The customer cedes its claims emanating from insurance agreements to us already here and now.

The customer cedes its receivables from the resale of the conditional goods in the full scope in advance to us as collateral. The customer shall be entitled to collect the receivables.

Entitlement to collect receivables shall extinguish if the customer comes into arrears on payment, if an application is opened for the opening of an insolvency agreement or the customer discontinues effecting its payments. In these cases, the customer may no longer process the goods any further. The customer shall make it possible to take back the conditional goods, to notify its customers that the receivables have been ceded and provide us all information and documents required. We shall be entitled to disclose the cession to its customers. Taking back conditional goods shall not be deemed to be tantamount to withdrawing from the agreement.

If we declare withdrawal, we shall be entitled to exploit such goods as we see fit.

If the value of collateral exceeds our receivables by more than 10%, we shall release collateral commensurately as we see fit if so requested by the customer.

Rights of title and intellectual property rights shall at any rate remain in our hands. Such may not be made available to third parties, however.

9. We shall be notified in writing about any defects to the goods supplied without undue delay after receipt the goods and, in the case of hidden defect, immediately after discovery of such.
If notice of defect is not effected without undue delay, rights relating to defect shall extinguish. This shall also apply correspondingly if the goods supplied have been treated or processed improperly and the defect is based on such.

Claims to warranty shall extinguish in any case 12 months after receipt of the goods. This shall not apply to injury to life and limb or health.

In the case of legitimate complaints, we shall rectify the goods or replace such as we see fit.

10. With the reservation of section 5, claims to compensation furthermore - regardless of the type - against us shall be excluded if we, our legal representatives or parties we hire to carry out the agreement have acted with simple negligence. This exclusion of liability shall not apply in the event of injury to life and limb or health or in the event of assumption of a contractual guarantee or violation of important contractual obligations that jeopardises fulfilment of the purpose of the agreement. At the same time, our liability shall be limited to the scope of the guarantee or, in the event of simple negligence in the violation of important contractual obligations, to damage typical of such agreements and unforeseeable damage. This shall not affect any claims under the Product Liability Act (*Produkthaftungsgesetz*). If the customer withdraws from the contract or does not meet its contractual obligations without grounds for such, we may demand 25% of the contract amount as compensation. Both Parties shall retain the right to claim another damage amount and submit proof of such.
11. We shall take back used devices if the customer does not waive return.
We shall take back transport packaging at the expense of the customer.
Transport packaging and used devices must be returned clean, free of foreign material and if applicable separated according to type. Otherwise the customer shall bear the additional costs accruing as a result thereof.
12. The place of performance for delivery and payment is the head offices of Rinstrum in Germany. German law applies. The UN Convention on the International Sale of Goods (CISG) is excluded. The legal venue for any disputes emanating from this Agreement shall be the courts having jurisdiction over our head offices.

If any individual provisions of these Terms and Conditions of Delivery are invalid either in whole or in part, this shall not affect the remaining provisions. Any invalid provisions shall be deemed to be replaced by provisions that are valid and which come as close as possible to the economic purpose of the invalid provision.