

general terms and conditions of trade

1.0 General

- 1.1 Count to our deliveries and achievements, provided that in writing something else has not been agreed, exclusively the following terms of sale and terms of delivery. We do not recognise standing in the way terms of business of the customer.
- 1.2 Within the scope of running business connections our terms of sale and terms of delivery count to future deliveries and achievements also if they are not agreed in each case expressly.
- 1.3 The customer agrees with the Abspeicherung und evaluation of order data and customer's data by us (§26 BDSG). We are entitled any time to secure the concluded business about a loan assurance and to transmit the necessary data to the insurer.

2.0 Offer, contract end

- 2.1 Our offers are not-binding and to understand merely as a request on the delivery of an order.
- 2.2 In catalogues, prospectuses, circulars, announcements, pictures, price-lists among other things documents to done information about mass, weights, achievements are roughly authoritative and the like only, unless they have been confirmed as an integral component of our offer by us expressly in writing as obliging. A suitability of our materials for certain purposes (especially in the technical area) is not assured.
- 2.3 From offers and prospectuses divergent improvements and changes which do not impair the contract purpose and are reasonable for the customer we reserve ourselves.
- 2.4 The contract comes about only by our written confirmation of order or by the execution, depending on which event lies earlier.

3.0 Prices

- 3.1 The orders for which no prices are agreed are calculated to the list prices valid during the day to the delivery.
- 3.2 Our prices of deliveries get on, provisory more aberrantly of written arrangement, in German mark ex works / camp. Packaging and carriage are calculated separately inclusively. The sales tax valid during the day to the maturity is charged separately.

4.0 Payment, delay, compensation ban

- 4.1 Cheques and changes are accepted only fulfilment-half. On payments in the cheque change procedure only the redemption of the last change leads to the fulfilment. An extension is only connected with the Hereinnahme of a change if this is agreed expressly and in writing. Interest, costs and taxes goes to loads of the buyer.
- 4.2 Discounts or discount payments can be drawn off only if this was agreed in writing. A discount payment deduction assumes that all payments from the order came within the discount payment term with us.
- 4.3 With default of the buyer we are entitled to assert interests on arrears at the rate of 5% p.a. about the respective minimum lending rate of the German Central Bank, at least, however, at the rate of 8% p.a. The proof is left to the buyer, it has entered nobody or a substantially lower into rest damage. Our claims to substitute of a really higher damage remain untouched.
- 4.4 A compensation is possible only with legally ascertained counterclaims approved by us. A withholding according to §273 is excluded; a withholding because of defects or on account of the objection of the not full contract is only possible if the mistake, lack is recognised etc. by us or finishing touches are impossible.
- 4.5 If we receive plausible knowledge from the fact after contract end that the customer is in unfavorable financial situation or itself his property relations considerably make worse, we can refuse the achievement being incumbent upon us, until the consideration or a security is produced for them.

5.0 Dates of delivery, terms of delivery, delay of delivery

- 5.1 The term of delivery is extended appropriately with measures of labour disputes, in particular strike and lockout, as well as by the entry of higher power or unforeseen obstacles which lie beyond our influence, as far as such obstacles have influence as can be proved on the completion or delivery of the object of delivery. This also counts if the circumstances enter with undersuppliers. Also a late delivery not to be represented by us of raw materials and supplied parts as well as transport obstacles lead to an adequate lengthening of the term of delivery. Comes by under Ziff. 5.1 called circumstances our company so influences that the execution of the order cannot be expected of us any more, we are entitled to withdraw from the contract.
- 5.2 In case of the delay of delivery the customer can assert the following rights:
 - a. The customer can assert his proved delay damage. The claim for damages is limited in case of light carelessness after the height on half a percent of the purchase price per full delay week, all together nevertheless, on 5% of the net purchase price. Further claims are excluded, d.
 - b. The customer can put an extension with refusal threat to us. With futile expiry of this extension the customer is authorised to withdraw from the contract. Pity claims for damages because of non-fulfilment are entitled to the customer only if the delay is based on intention or coarse carelessness; for the rest, the liability is limited to compensation on 50% of the stamped damage.
- 5.4 Part deliveries are allowed.

6.0 Call orders, custom made

- 6.1 With call orders about steady amounts we reserve ourselves to procure the material for the whole order and to make the whole order immediately. Any change wishes of the customer cannot be taken into consideration after granting of the order any more, unless the customer has reserved himself this expressly in writing.
- 6.2 With call orders the customer is obliged to call away the agreed amount within 12 months, provided that no other arrangement was met.
- 6.3 With divergences of the order of the standard executions controlled by us we reserve ourselves the right to deliver +/-10% of the order amount.

7.0 Dispatch and danger crossing

- 7.1 The choice of the dispatch way, the dispatch kind as well as the carrier remains leave us, provided that expressly arrangements are not met. We do not take over a guarantee for the cheapest freight.
- 7.2 The risk goes over on the customer after the regulations of the sending purchase.
- 7.3 Device of the customers with the decrease of the achievement in delay or shouts he do not wrest from communication of the dispatch skill and an extension settlement the ordered product, he has to substitute for all costs originating from the delay and for damages. The danger goes over in this case in the supply announcement. By acceptance delay as well as in the other cases in which we because of a behaviour of the customer arrange are to take the delivery on camp, the respective calculation demand is due within 14 days after delay entry.

8.0 Guarantee

- 8.1 We guarantee to the respective state of the technology suitable mistake freedom of construction and material as well as a production in accordance with the technical norms counting in the Federal Republic of Germany.
- 8.2 As an assured quality counts only what was assured by us in writing and expressly with the will for the guarantee takeover.

9.0 Fault rebuke

- 9.1 The customer has to check the product delivered by us immediately after entrance and to announce to us any evident defects and shortfalls within 10 days. While omitting a written fault announcement the product counts as approved.
- 9.2 If the customer is a businessman, he also have to reprimand not evident defects immediately after discovery in writing.

10.0 Guarantee rights

- 10.1 With appearance of defects or with the absence of assured qualities we are entitled to the finishing touches and are obliged. Besides we can also choose spare delivery; the customer is able to do no spare delivery claims. Only if finishing touches are impossible, several finishing touch attempts have missed or the finishing touches or spare delivery is not explained, the customer can require change or decrease. The spare delivery has to occur taking into account the mutual interests within adequate term.
- 10.2 As far as below nothing else arises, further claims of the customer - immediately for which legal argument - are excluded. Therefore, we do not stick for damages which have not originated in the object of delivery themselves; in particular we do not stick for escaped profit or other property damages of the customer.
- 10.3 Preceding liability free drawing does not count, as far as the damage cause is based on intention or coarse carelessness. It does not count further when a quality assurance grasping the secondary damage risk was according to §§463, 480 paragraphs 2 Civil Code and the stamped damage is based on your absence.
- 10.4 Provided that we injure negligently a contract-essential duty, is limited our duty of replacement for material damages or personal damages to the sum insured of our product liability insurance. We are ready to grant insight into our insurance policy to the customer by request.
- 10.5 The guarantee term amounts 12 months, calculated from danger crossing. This term is a period of limitation and also counts to claims to substitute of lack secondary damages, as far as no claims from unauthorised action are asserted.

11.0 Joint liability

- 11.1 A further liability on compensation as in Ziff. From 10.2 to 10.4 intended, is excluded - without taking into consideration the legal nature of the asserted claim.
- 11.2 The regulation according to . 11.1 product liability law does not count to claims according to §1.4. Same counts with initial incapacity or impossibility to be represented.
- 11.3 As far as our liability is excluded or is limited, this also counts to the personal liability of our worker, jobholder, employees, representatives and fulfilment assistant.

12.0 Retention of title

- 12.1 The delivered product remains up to entire payment of all demands from the business connection between us and the customer our property. The setting of single demands in a running calculation as well as the balance drawing and their recognition do not touch the retention of title.
- 12.2 The customer is entitled to the world disposal of the reservation product in the normal business dealings; nevertheless, a pledge or protection conveyance is not permitted to him. With a pledge or protection conveyance of the claim right the customer has to point out the protection taker to our property and to inform us of the pledge or protection conveyance immediately. The customer is obliged to protect our rights with the resale of the reservation product on loan, to transmit in particular the retention of title.
- 12.3 The customer resigns the demands of the customer from the wide disposal of the reservation product by now by height of the purchase price agreed with us to us; we accept this cession. Provided that a demand crossing is not possible according to the arrangements grieved by the wide disposal, the customer is entitled only with explicit and written approval by us for the wide disposal of the reservation product. This also counts if the demand from the wide disposal is to be put into a running calculation. No matter whether the wide disposal occurs in this case illegally or with our approval, by now the customer resigns his claim to a balance credit by height of the invoice value to us.
- 12.4 In spite of the cession and our collection right the customer is entitled to the collection so long when he follows to his obligations to us towards and does not get in property decay. With an essential deterioration of the financial situation of the customer the collection right goes out. An essential deterioration of the financial situation is supposed for the last days before payment setting or before an application for opening of liquidation proceedings or settlement proceedings irrefutably. At our desire the customer has to do the information necessary for the collection to us and to inform of the cession the debtor. At our desire the customer has any time, i.e. even if he himself is entitled to the move to hand over us a cession announcement signed by him.
- 12.5 The customer carries out any treatment and processing of the reservation product for us, without for us from it obligations originate. By processing, connection, mixture or mix composition of the reservation product with others, not we to belonging goods the besides originating joint ownership interest is entitled to us in the new thing comparatively of the invoice value of the reservation product to the remaining processed goods at the time of the processing, connection, mixture or mix composition. If the customer acquires the alone property in the new thing, by now the contracting partners agree about the fact that the customer comparatively puts away for us of the invoice value of the processed or linked, mixed or mixed reservation product joint ownership in the new thing; by now a free preservation of this new thing for us by the customer is agreed.
- 12.6 If the reservation product becomes together with other goods, namely immediately whether without or after processing, connection, mixture, or mix composition resells, the advance cession agreed on top counts only by height of the invoice value of the reservation product which is resold together with the other goods.
- 12.7 The customer is obliged to insure of delivered product up to the acquisition of the full property against fire damages and water damages under retention of title as well as to prove by request that this has happened.
- 12.8 We are obliged to release securities, as far as possible the sum of the securities lasted by the customer exceeds the whole demand from the business connection about 20% and the customer it asks.

13.0 Pattern deliveries

- 13.1 Pattern deliveries are expressly marked by us as those.
- 13.2 Patterns are intended not for the whereabouts with the customer but to send back at the latest within four weeks from date of the dispatch day to us in the original state and as far as possible in the original packaging. We can refuse the taking back of the patterns which do not correspond to these requirements.
- 13.3 By entitled refusal of the taking back or in case of that the customer wants to keep the patterns we are entitled to invoice the list price counting at the time of the delivery.

14.0 Place of fulfilment, legal venue and legal choice

- 14.1 If the customer is a businessman or a juridical person of the public right, place of fulfilment is for all claims from the business connections Eggenfelden.
- 14.2 Civil disputes are to be carried out at the court responsible for us, provided that the customer is a businessman or a juridical person of the public right.
- 14.3 On the mutual legal relations exclusively the right of the Federal Republic of Germany finds application. The uniform UN-purchase right (CISG) does not count.

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