

General Terms and Conditions of Sale, Delivery and Payment

§ 1 Scope of Application

The following general terms and conditions of sale, delivery and payment apply exclusively to persons who are acting in line with their commercial or freelance business operations when concluding the contract (independent entrepreneurs, legal persons under public law or a separate estate under public law).

Exclusively the following contract terms apply for all offers, sales and deliveries. The Buyer's general terms and conditions shall not be valid, even when they are known; they shall only be valid when this is expressly agreed in writing.

With the conclusion of the first contract between us and the Buyer, it is agreed that these conditions shall be applied to all subsequent business operations – including those which are verbally concluded, particularly those concluded on the phone.

§ 2 Offer and Conclusion of Contract

Our offers are subject to confirmation in terms of price and delivery possibility. The orders issued shall only become binding upon written confirmation from us.

The client is bound to honour orders for four weeks after they are received by us.

We have the right to refuse to accept the order; this will follow a check of the creditworthiness of the client.

Additions, amendments and side agreements relating to orders which have already taken place require our written confirmation to be effective.

We reserve the rights of ownership and intellectual property rights for all estimates, technical diagrams and other documents, whether material or immaterial – including those in electronic form; they must not be made available to third-parties.

Where the written form is required in these general terms and conditions of sale, delivery and payment, this is fulfilled if confirmation is received via fax or e-mail.

§ 3 Delivery and Delivery Time

The written order confirmation sent by us shall be definitive for the scope of the delivery. Partial deliveries are permitted as far as this is reasonable to the client. Where the goods are not readily available in warehouse stock, over-supplying or under-supplying within 10% must be authorised. The type of delivery is subject to our discretion.

The time of delivery is binding from the day of the order confirmation. Written confirmations of delivery deadline are predicated on the fact that the buyer has met all the necessary prerequisites. Should the deadline for delivery not be met as confirmed in this way in writing, the Buyer can rescind the contract. Claims for compensation as a result of delay or default are excluded. In the case of industrial action or should unforeseeable obstacles come into play, which are beyond our control or in the case of hindrances for which the manufacturing plant is responsible, the delivery deadline shall be extended accordingly.

§ 4 Transfer of Risk and Receipt of Goods

The risk shall transfer to the client upon transfer of the contracted goods to the carrier, haulage contractor or collector, however at the latest when the goods leave our warehouse or the manufacturing plant. The risk also transfers to the client when the goods leave our warehouse or the manufacturing plant if the goods are transported using our means of conveyance. At the client's request, and at their own expense, we can insure the loading at our end against breakage and damages from transport, fire and water. Should the delivery be delayed as a result of circumstances beyond our control, the risk shall transfer to the Buyer on the day the goods are ready to be sent.

§ 5 Prices

All prices are applicable from the headquarters of the supplying firm and do not include packaging, freight, postage and insurance. The goods will only be insured against damages of any kind upon an express written request from the Buyer and the Buyer shall bear the costs for this. Should there be a period of more than two months between the order confirmation and the delivery, we reserve the right to changes in price resulting from wage and material price increases which take effect during this time.

§ 6 Payment

The prices are in Euro. The invoice is payable as follows without reminder or notice of default: within 14 days of the invoice date (with a 2% discount), within 30 days of the invoice date (net price). The Buyer is not released from his duty of payment should the goods be retained by us or during transport due to high risk or the lack of official authorisation or if they are not immediately accepted by the Buyer. In the case of further open amounts receivable, the settlement of payments shall be at our discretion. We will only accept bills of sale that are rediscountable at the Bundesbank (German Federal Bank) as a result of particular agreements and on a cash basis. Bills of sale or cheques are credited upon entry with the value date of the day on which we finally receive the equivalent value. All costs which arise as a result of this are borne by the Buyer. The Buyer shall pay interest of 8 percentage points over the base rate during the delay of the payment of the debt. We reserve the right to prove to the Buyer that greater damage has been caused as a result of the delay and apply the appropriate rate. In addition, all damages which result from the delay are to be compensated by the Buyer. Should the payment conditions not be met or should we become aware of the fact after the completion of the contract that the payment request is endangered by the client's lacking ability to pay, we are entitled to complete pending deliveries and services only upon prepayment or under the provision of securities.

§ 7 Retention of Title

The object of the contract remains our property until the fulfilment of all claims owed to us by the client through the business relationship. In the case of breaches of duty by the client, particularly in the case of default or delayed payment, we are entitled to demand the surrender of the delivered property without delay and rescind the contract; the Buyer is obliged to surrender the property.

The client may not pledge the object of the contract or use it as a security. In the case that the property is pledged or confiscated or supplied in any way by third-parties, the client shall inform us of this immediately.

In the case that the goods are sold on through normal business operations, the Buyer shall transfer to us all claims receivable in the amount of the invoice amount which the Buyer accrued as a result of the sale to a third-party. We accept the assignment. We reserve the right to collect the amount receivable ourselves should the Buyer not properly fulfil his payment obligations and delays or defaults on payment.

§ 8 Defects / Warranty

The Buyer must inspect the delivered goods immediately in terms of quality and quantity and send us written notification of any defects identified within a week of receiving the goods. Hidden or latent defects must be reported to us in writing within a period of a week of their discovery. The timely sending of the goods is sufficient to comply with the deadline. The Buyer shall bear the full burden of proof and meet all prerequisites for the claim, particularly in terms of the defect itself, the time the defect was discovered and the timely notification of the defect.

Our duty of warranty shall expire if the notification of the defect does not take place within the time period or if the Buyer attempts to interfere with the goods. Defects in partial deliveries are not a basis for annulling the entire order or other issued orders or uncompleted orders. The aforementioned terms also apply to deliveries of goods which are different to those provided in the contract. Material defects are not natural wear and tear but rather the condition of the delivery which differs from that as described in the quality agreement as a result of inappropriate handling, storage or assembly, non-adherence to the condition guidelines, inappropriate maintenance, excessive straining or inappropriate use of the delivered items.

If the delivered goods are faulty, we are entitled to freely choose whether to repair the goods or send a replacement part.

In order to facilitate the decision as to whether or not to repair the goods, the client is obliged to deliver the item to us for free and in the original packaging.

Annulment, reduction and claims for compensations, particularly including those resulting from loss of profit or other subsequent damages are excluded in this contract. Instead, the client receives the right to claim for repairs and, if this is not possible, the replacement of the parts with defect-free goods. Should we state that we are unable to either repair the goods or offer replacement parts, the client is entitled to claim for annulment. Any additional claims, particularly those for compensation, are excluded in any case.

For independent entrepreneurs, the warranty period is one year from delivery of the goods.

§ 9 Compensation / Liability

Claims for compensation and recuperation of expenses, irrespective of their legal basis, particularly those resulting from breaches of duty in terms of debt obligation and claims under tort law, are excluded. This does not apply in the case of deliberate or gross negligence, deliberate or casual risk to life and limb, breaches of warranty, liability under the Product Liability Law (Produkthaftungsgesetz) or other mandatory legal liability.

§ 10 Rights of Retention and Rights to Set-off

The client shall only have rights of retention and rights to set-off in the case of undisputed or legally established claims.

§ 11 Place of Performance and Place of Jurisdiction

Ingolstadt, Germany shall be the place of performance for all claims resulting from the contract. The company's headquarters in Ingolstadt shall be the place of jurisdiction for all disputes arising from this contract. This also applies to all claims resulting from document and bill change procedures. The law of the German Federal Republic is exclusively valid for dealings between the contracting parties. The use of UN Convention on Contracts for the International Sale of Goods is excluded.

§ 12 Severability

Should one of the aforementioned terms of delivery and payment be or become inoperative, this does not affect the effectiveness of the contract or the other remaining terms. The parties pledge to replace the inoperative term with another which most closely reflects the intended economic purpose of the original term.

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