

"General Terms and Conditions of Delivery and Payment" of W + S Solutions GmbH

I. General, scope of application

Our General Terms and Conditions of Delivery and Payment shall only apply to persons who, at the time of conclusion of the contract, are acting in their commercial or independent professional capacity.

activity (company) as well as vis-à-vis legal entities under public law and a special fund under public law. They do not apply vis-à-vis natural

Persons who conclude the contract for a purpose that cannot be attributed to their commercial or independent professional activity (consumers).

2 Our offers, deliveries and other services to the persons named in Clause I, Paragraph 1 shall be made exclusively on the basis of these General Terms and Conditions of Delivery and Payment.

Terms of payment. This shall also apply to all future transactions between the contracting parties without special renewed reference or that we expressly refer to them.

Conflicting terms and conditions of the customer or terms and conditions of the customer that are not included in these terms and conditions of delivery and payment shall not be recognized, even if we are aware of them.

of such terms and conditions, provide deliveries or services to the customer without reservation.

II Conclusion of Contract and Contractual Content, Reservation of Right of Modification

1. our offers are subject to change, i.e. all orders require confirmation by us. Our written order confirmation shall be decisive for the scope of delivery.

Order confirmations by means of EDP are also valid without signature. Additional agreements and changes require our written confirmation.

2. costs incurred for the modification or cancellation of confirmed orders shall be borne by the customer insofar as the customer is responsible for the modification or cancellation.

3. we reserve the right to make changes to the design of the delivery item, insofar as the normal use of the delivery item or the use presumed according to the contract is not significantly impaired and

is not adversely affected and the change is reasonable for the customer.

4. we reserve the property rights and copyrights as well as other rights to the documents belonging to the offer, such as, in particular, cost estimates, illustrations and drawings.

intellectual property rights. Reproduction and/or use is not permitted without our express written consent; they may not be made available to third parties, in particular

competitors, are not made accessible.

Compliance with the delivery deadline is subject to correct and timely delivery by our suppliers. We shall inform you as soon as possible of any delays that become apparent.

III. price and payment

Unless otherwise agreed, our prices are ex works, excluding loading and packaging. Value added tax in the respective statutory amount shall be added to the prices.

amount shall be added. Unless otherwise agreed, our invoices are due for payment in full 10 days after the invoice date. Payment shall not be deemed to have been made until we have received

can dispose of the amount without recourse (receipt of payment). Bills of exchange and checks shall only be accepted on account of performance and shall only be deemed payment after unconditional crediting.

All costs incurred in this respect, in particular bank, discount, bill of exchange and other charges plus VAT shall be borne by the customer and are due immediately.

2. the customer shall check our invoices for correctness and completeness. Our invoices shall be deemed to be accepted if no objection is raised within 20 days of the invoice date.

is objected to in writing. This also applies to balance notifications.

3. the orderer shall be in default with the due date of payments without the need for a separate notice of default. In the event of delayed or deferred payment, the purchaser shall owe

default interest in the amount of 9 percentage points p.a. above the respective base interest rate. The contracting parties shall be entitled to provide evidence of a higher or significantly lower actual interest rate.

Damage unimpaired.

4. offsetting or the retention of payments which has the effect of offsetting shall only be permitted on the basis of claims which are recognized by us, which are not disputed, which are ready for decision or which have become res judicata.

of established legal claims of the customer.

IV. Delivery Period, Lack of Capacity of the Customer, Default of Acceptance

1. agreed delivery periods shall commence with the dispatch of the order confirmation, but not before complete clarification of the details of the desired delivery to be provided by the customer.

Execution. The delivery period does not include the period in which the customer is in arrears with an agreed payment, i.e. the delivery period shall be extended by the

period during which the backlog existed. Compliance with the delivery period requires the timely and proper fulfillment of the obligations and duties of the customer (e.g.

procurement of necessary documents, approval of any execution templates). If the customer initiates a change to the contract, as a result of which compliance with the original delivery deadline is not possible, the delivery period shall be extended to a reasonable extent.

The delivery period shall be deemed to have been met if the delivery item has left the factory or notification of readiness for dispatch has been given by the time the delivery period expires.

3. the delivery period shall be reasonably extended - also within a delay - in the event of force majeure and all unforeseeable hindrances occurring after conclusion of the contract, which we have

in particular in the event of measures taken in the course of industrial disputes, insofar as such obstacles demonstrably affect the provision of the service owed by the Supplier.

influence. This shall also apply if these circumstances occur with upstream suppliers. We shall inform the customer of the beginning and end of such hindrances as soon as possible. If the

impediment

lasts longer than three months or it is determined that it will last longer than three months, both the customer and we may withdraw from the contract.

4. if we are in default with the delivery as a result of simple negligence, our liability for damages due to the delay in delivery, which can be claimed in addition to the delivery

limited to 0.5 % of the value of the delivery for each full week of delay, but not more than 5 % of the value of the delivery. If the Purchaser claims damages in the aforementioned cases instead of

of the delivery, this claim for damages shall be limited to 20 % of the delivery value. The limitations of liability according to the above sentences 1 and 2 shall not apply in the event of a delay in delivery.

as a result of gross negligence by us, our legal representatives or our vicarious agents, furthermore not in the case of injury to life, limb or health as well as in the case of a

Fixed transaction, i.e. a transaction in which the transaction stands or falls with the observance of the fixed performance time.

V. Transfer of risk

1. the risk shall pass at the latest upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, freight carrier or other party responsible for

carrying out the

shipment to a third party shall pass to the customer. This shall also apply if partial deliveries are made or we have assumed other services (e.g. shipping or shipping costs).

have

2. it is the customer's responsibility to insure the delivery against insurable risks at his own expense from the transfer of risk.

If the shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day of notification of readiness for shipment or acceptance.

Partial deliveries are permissible insofar as they are reasonable for the customer.

VI Retention of title and other securities

1. we reserve the right of ownership of the delivery item until full payment of the purchase price including ancillary claims. In case of delivery of several items at a total price

we reserve title to all delivery items until full payment of the total price and any ancillary claims.

2. the customer is obligated to treat the goods subject to retention of title with care and to notify us in the event of seizure, confiscation, damage and loss as well as other dispositions by third parties.

without undue delay. The customer shall bear all costs incurred for the recovery of the delivery item, in particular in the context of a third-party action

must be collected, insofar as they cannot be collected from third parties.

3. in the event of disagreement as to the whereabouts of the goods subject to retention of title, the customer already grants us the right to inspect the goods in question together with the customer at

the customer's business premises.

to take a closer look.

4. in the event that the customer is in default of payment of a not inconsiderable part of its obligations and in the event of other culpable conduct in breach of the contract, we shall be entitled, after

issuing a reminder, to

The customer shall be entitled to take back the goods on a provisional basis and shall be obliged to surrender them. The exercise of the right to take back the goods does not constitute a withdrawal

from the contract, unless this

is expressly declared. The costs arising from the exercise of the right of return shall be borne by the customer if we had threatened to take back the goods within a reasonable period of time. We are

entitled to realize the goods taken back and to satisfy ourselves from the proceeds, provided that we have threatened the realization beforehand. In the threat, we shall inform the customer of the

to set a reasonable deadline for the fulfillment of its obligations.

VII. Customer's duty to inspect, notice of defects, rights in the event of material defects

1. the documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate, unless they are expressly designated as binding.

are. The customer must check the documents and samples sent. With approval of the offer and release, the customer approves the documents and samples, so that no rights of defect

arise insofar as the delivery item essentially corresponds to the documents.

2. in the case of a purchase or a contract for the delivery of movable goods to be manufactured or produced, which is a commercial transaction for both parties, the customer shall have defects

of any kind - with the exception of hidden defects - in writing within ten working days (Saturday does not count as a working day) after delivery; otherwise the

delivery item as approved. Hidden defects must be reported in writing immediately after their discovery; otherwise the delivery item shall also be deemed accepted with regard to these defects, at

the latest

however 12 months after transfer of risk, as approved. By negotiating a complaint, we do not in any case waive the objection of delayed, insufficient or

unfounded notice of defects.

(3) Insofar as the delivery item has a defect, the customer may - subject to para. 4 - choose as subsequent performance either the rectification of the defect (subsequent improvement) or

demand the delivery of a defect-free item (replacement delivery). If we are not prepared or not in a position to rectify the defect/replacement delivery, this shall be delayed for a reasonable period of

time.

periods for reasons for which we are responsible, or if the subsequent improvement/replacement delivery fails in any other way, the customer shall, insofar as further attempts at subsequent

performance are for him

are unreasonable, the customer shall be entitled, at his discretion, to withdraw from the contract or to reduce the purchase price. Due to an only insignificant defect, the customer may only withdraw

from the contract with our

consent to withdraw from the contract.

4. material defect rights can only arise if the delivery item has a material defect at the time of transfer of risk. No material defect rights shall arise in the event of unsuitable or

improper storage, use, faulty assembly or handling of the delivery item, natural wear and tear, or unsuitable conditions of use, etc.

The limitation period for material defect claims shall be two years - subject to para. 1. It begins with the transfer of risk. This shall not apply in the event of a defect caused by us, our legal

representatives of the

injury to life, body or health for which our vicarious agents are responsible, as well as in cases of intent and gross negligence.

(6) We shall only be liable for damages due to defectiveness of the delivery item within the limits specified in Section VIII.

VIII. Limitation of liability

(1) We shall be liable in accordance with the provisions of the Product Liability Act as well as in cases of culpable inability and culpable impossibility. Furthermore, we are liable for damages

according to

the statutory provisions in cases of intent, gross negligence, assumption of a guarantee and in the event of injury to life, limb or health for which we are responsible.

or health. If, in addition, we violate a material contractual obligation (so-called cardinal obligation) with simple negligence, i.e. an obligation the fulfillment of which is essential for the proper

execution of the contract in the first place and on the observance of which the customer may regularly rely, our obligation to pay compensation is limited to the foreseeable damage typical for the contract.

damage. The limitation of liability for delays in delivery shall remain unaffected. In all other cases of liability, claims for damages due to the violation of a obligation arising from the contractual obligation as well as from tort, so that we are not liable for damages, loss of profit or other financial losses of the customer. Customers are liable.

2. insofar as our liability is excluded or limited on the basis of the above provisions, this shall also apply to the personal liability of our employees, workers, Employees, representatives and vicarious agents.

IX. Property rights of third parties

(1) If the customer provides us with samples or drawings, he shall guarantee that the rights of third parties, in particular copyrights and industrial property rights, are not infringed.

be. The customer is obligated to indemnify us from all claims of third parties due to such an infringement, to support us in the defense of this infringement and to to compensate us for all damages, including attorney's fees and litigation costs incurred by us as a result. The same shall apply if we deliver an item according to certain specifications. of the customer.

X. Applicable law, place of jurisdiction

1. the general terms and conditions of delivery and payment and the entire legal relationship between us and the customer shall be governed by the law of the Federal Republic of Germany under Exclusion of the UN Convention on Contracts for the International Sale of Goods.

2. the place of jurisdiction for all rights and obligations of the parties to the contract arising from transactions of any kind - including disputes relating to bills of exchange and checks - shall be Tuttlingen (Federal Republic of Germany).

The same shall apply if the customer does not have a general place of jurisdiction in Germany, relocates its place of residence or habitual abode outside Germany after the conclusion of the contract or his place of residence or habitual abode is not known at the time the action is brought. However, we are also entitled to bring an action against the customer at his general place of jurisdiction. sue.

Status: 01.12.2009