

AGB (General Terms and Conditions of Business) of company AS Strömungstechnik GmbH

**1. Acknowledgement of the Conditions of Sale**

We only conclude contracts on the basis these AGB, which without renewed reference shall also apply to our further business transactions with our customers. Even without express objection we do not recognise any conflicting conditions. Customer may only invoke agreements in the case of our written confirmation of the same.

**2. Quotation**

Quotations are submitted subject to confirmation. Documents related to a quotation, such as drawings, weight and dimensional data, are only approximately authoritative if they are not expressly described as binding. Regarding drawings and other documents we reserve ownership and copyrights, they may not be made accessible to third parties.

**3. Scope of Supply**

**3.1** For the scope of supply our written order confirmation is authoritative. We will not be liable for damages or a wrong delivery, which can be traced back to defective data by the buyer.

**3.2.** For express or small orders (up to 500,00 EURO) the invoice simultaneously serves as order confirmation,

**3.3** Services, if not agreed upon differently, will be charged on a time and material basis; valid are the current hourly rates.

**4. Price and Payment**

**4.1.** Prices are applicable ex factory, without packaging, without transportation costs. The value added tax of the respective legal rate is added to the prices.

**4.2.** Our invoices are payable within 30 days after the invoice date. In the case of payment receipt within 10 days after the invoice date we will grant a 2% discount. Invoices in spare parts, repair and customer service are payable immediately and without discount. We reserve the right to make deliveries only against advance payment.

**4.3.** In the case of an agreed upon return of goods that are free of defects, our compensation is 15% of the invoice amount and possible refurbishment costs.

**5. Delivery Times, Default**

**5.1** Delivery times are only approximate and start at the time of the receipt of our order confirmation by the customer. However, at the earliest after the clarification of advance technical questions and the receipt of down-payments and documentation to be provided by the customer and end at the time of dispatch for delivery. Transgressions of deadlines up to two weeks will have no legal consequences.

**5.2.** Force majeure and business disruptions not caused by us and delayed deliveries from sub-contractors or additional or changed work requested by the customer shall extend the delivery time correspondingly.

**5.3.** Even in the case of a fixed deadline we shall only be in default on the basis of a written reminder from the customer. Claims of the customer on the basis of delays require that he give us a reasonable grace period of at least 10 working days. Liability is limited to the foreseeable damages at the time of the conclusion of the contract.

**6. Retention of Title**

**6.1** The goods delivered by us remain our property until the fulfilment of all claims against the customer that are due to us. If the goods are processed with other goods not belonging to us, we shall be manufacturers in the meaning of Paragraph 950 BGB [*approx. Civil Code*].

**6.2** The customer is entitled to resale within the scope of a proper business transaction. However, with that he will surrender to us his claims against his buyers from the resale

of the goods delivered, regardless of whether these goods are resold alone or in combination with goods not supplied by us.

**6.3 Tools:** The customer is aware that the ordered moulds and tools represent a considerable know-how of the contractor and that the contractor has a special interest in confidentiality regarding these. For this reason no claim for the surrender of the moulds / tools shall exist at any time, no matter on what legal basis. Not even in the case of the complete assumption of the tool costs by the customer and/or the termination of the supply relationship. This shall not affect the customer's right to demand monetary compensation in the case of the existence of legal requirements.

## **7. Warranty**

**7.1** Only express and written assurances of characteristics or other promises made by us to the customer shall be binding. Statements in advertising brochures and operating manuals or references to industrial standards do not establish a promise of characteristics. If the customer requires the goods for a particular purpose, he shall have to test their particular suitability, also with regard to product safety, especially as to whether they are meeting all relevant technical or governmental regulations. Without governmental testing any claims for compensation resulting from non-suitability are excluded. With regard to material or construction regulations of the customer we shall not be liable and insofar shall neither have a particular duty to test.

**7.2** The customer shall lose his warranty claims from obvious defects or the obvious lack of promised characteristics, if he does not check the delivered goods immediately upon receipt, including for product safety and if he does not inform us of complaints in writing within 10 days.

**7.3** In the case of a justified complaint we are within a reasonable time for remedying and according to our choice initially only under obligation - subject to Section 7.2 - to repair, replace or additionally deliver the supplied goods or separable parts of the goods free of charge, i.e. those goods or separable parts of the goods that are unusable due to a circumstance occurring prior to the transfer of risk, such as faulty production type, bad materials, defect design or wrong calculations. Only in the event of a rejection without reason, failure or an impossibility of the above warranty measures shall the customer be able to demand a conversion or reduction or damages in the case of a lack of promised features. We shall only be liable for consequential damages of defects, if the customer at the time of the conclusion of the contract expressly had informed us of the possible risk and if we as a result of that have assumed a special, written warranty obligation.

**7.4** Other claims for damages of the customer, such as those resulting from a positive violation of claims, impermissible acts (in particular product liability) or other legal reasons (e.g. consultation, operating instructions, maintenance, negligence during the conclusion of contract or warranty promises), shall only exist against us in the case of premeditation or gross negligence. The claims shall be limited to the scope expressly declared by the customer at the time of the conclusion of the contract and to the scope foreseeable by us. The warranty claims shall end at the latest six months after delivery.

**7.5** Warranty claims and claims for damages are excluded in the case of sorting and testing work and in case of re-working.

**7.6** Warranty claims and claims for damages are excluded, if they are based on improper handling, maintenance, operation or changes by the customer or third parties.

**7.7** No warranty is given for damages that are the result of the following reasons: Non-observance of the operating instructions, unsuitable or improper use or storage, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent treatment, excessive stresses, chemical influences, temperature influences or damage cause by media.

**7.8** In all cases, in which the supplier in deviation of the preceding provisions is liable for damages due to a contractual or legal basis of a claim, he shall be liable only to the extent that he, his managers or vicarious agents can be charged with premeditation or gross negligence.

**7.9** Warranties of 24 months are excluded.

## **8. Provision of Materials**

**8.1** If materials are supplied by the customer, they will have to be delivered at his cost and risk, including a reasonable excess quantity of at least 5%, in good time and in faultless condition.

**8.2** In the event of the non-fulfilment of these pre-conditions the delivery time will be prolonged to a reasonable extent. Except in the event of force majeure the customer shall bear the additional costs incurred, including those for production interruptions.

**8.3** The customer is liable for additional cost due to faulty materials.

## **9. Property Rights**

**9.1** If the supplier has to deliver according to drawings, models, samples or the use of provided parts of the customer, the customer guarantees that this will not violate the property rights of third parties. The supplier will inform the customer of rights known to him. The customer shall have to indemnify the supplier against claims of third parties and shall have to pay compensation for damages incurred. If a third party forbids the production or delivery, citing a property right belonging to him, the supplier - without an examination of the legal situation - will be authorised to stop work.

**9.2** Drawings and samples provided to the supplier, which do not lead to an order, will be returned upon request, otherwise he is authorised to destroy them three months after the submission of the quotation.

**9.3** The supplier is entitled to copyrights and possibly industrial property rights for the models, forms and devices, drafts and drawings created by him or a third party upon his order.

## **10. Venue of Jurisdiction**

Venue of jurisdiction for all cases is Stuttgart. Applicable is German law with the exclusion of the uniform law on sale of goods.