

General Terms and Conditions of Business, Delivery and Sale of SOLUXTEC GmbH, Werner von Siemens Str. 25, 54634 Bitburg (Business-to-Business Relations)

§ 1 General

(1) The conditions of sale and delivery stated below exclusively apply to all deliveries and other services provided by our company; they apply only to business with other companies in terms of § 310 Section 1 in combination with § 14 Code of Civil Law (BGB).

(2) Contrary provisions in the Buyer's conditions, which have not been expressly acknowledged by the Seller, are not binding, also if the Seller does not expressly contradict these provisions.

(3) The laws of the Federal Republic of Germany shall exclusively govern the validity and interpretation of these conditions of sale and delivery as well as the conclusion and interpretation of legal transactions with the Seller himself. The Uniform Law on the Conclusion of International Purchasing Contracts for Goods and the Uniform Law on the International Sale of Goods of the United Nations Convention on International Sale do not apply.

(4) The invalidity of one or more provisions of this contract or its components does not have an effect on the other provisions. If one or more of the provisions of this agreement should be or become invalid, the Parties are obligated within reason and in good faith to replace invalid provisions with other valid provisions having similar economic consequences, provided the contract be not changed essentially; the same applies to occurring issues not yet settled.

(5) Place of performance for all obligations resulting directly and indirectly from this contract, including the obligation to pay, is the domicile of SOLUXTEC GmbH, which is Bitburg.

(6) Place of jurisdiction is the court competent for the domicile of the Seller, namely Bitburg or Trier, if the Buyer is a merchant. The Seller is also entitled to file a suit with the court competent for the Buyer's domicile or place of branch.

§ 2 Offers, scope of performance and conclusion of contract

(1) Contractual offers of the Seller are subject to change.'

(2) Services, which the Seller is obliged to perform by contract, are only then binding if they are specified in the order confirmation and the data sheet provided to the Buyer together with the order confirmation.

(3) The Seller reserves the right to modify the construction, material, specification or design also after the dispatch of the order confirmation, provided these modifications contradict neither order confirmation nor the Buyer's specification: Furthermore, the Buyer will agree with further proposals of modification made by the Seller if these are acceptable to him.

(4) Part deliveries are allowable.

(5) Documents attached to the order or order confirmation like figures, drawings, indications of measure and weight should be, as rule, understood as approximate values unless they are stated as binding.

§ 3 Prices and terms of payment

(1) Prices are ex works including packaging and excluding other dispatch and transport expenses. Following terms of payment apply: 30 % of the total sum is due upon order placement. The second part amount of the purchasing sum amounting to 70 % is due on supply of the goods at the factory of the Seller and after written demand of payment. The transfer of goods is then executed upon complete payment.

(2) The prices determined and offered by the Seller shall refer to the date of the conclusion of the contract. In the event that between the conclusion of the contract and the delivery there is a proven increase of more than 4 % in raw material prices, wage costs, ancillary wage costs and taxes, the seller shall be entitled to increase the sales price by this percentage.

(3) If the Seller carries out modifications that the Buyer wishes to be done, the Buyer is invoiced the additional costs.

(4) In case of delayed payment, the Seller will charge interests at a rate of 8 % over the respective base rate and will reserve the right of enforcing further claims.

§ 4 Set-off and withholding

Set-offs and withholdings are excluded unless the set-off claims are established to be uncontested and legal.

§ 5 Terms of delivery

A date of delivery is indicated at best discretion and will be extended within reason if the Buyer defers or fails to contribute his part of actions that are required and agreed upon. The same applies to actions relating to labour disputes, in particular to strikes and lockouts as well as to unforeseen hindrances that are beyond the control of the Seller, e.g. delayed delivery of a subcontractor, traffic interruptions and breakdowns, lack of material or energy etc. Product modifications required by the Buyer lead to a reasonable prolongation of the delivery period.

§ 6 Passing of risk

As soon as the Seller provides the Buyer with the goods and notifies this, the risk passes on to the Buyer.

§ 7 Reservation of title

(1) Title of the goods delivered remains with the Seller until complete payment. The reservation of title remains valid until all - also future and conditional - claims resulting from the business relationship between Seller and Buyer are settled.

(2) The Buyer is not entitled to pledge the goods or assign them as security, though he may sell the goods subject to reservation of title within the regular course of business. Herewith, the Buyer assigns the claims resulting from the transactions with his partners to the Seller.

(3) If the Buyer processes or finishes the goods, the reservation of title extends to the entire new goods. The Buyer acquires proportional property rights corresponding to the ratio between the value he contributed and the value of the delivered goods.

(4) If the total value of securities in favor of the Seller exceeds considerably the existing claims by more than 10 %, the Seller will release securities at his option upon request of the Buyer.

(5) The Seller is entitled to enforce the titles without withdrawing from the contract.

§ 8 Claims arising from a defect

(1) In case of a trading transaction for both parties, the Buyer is obliged to investigate the goods immediately upon receipt, as far as this is a regular business routine, and if a defect is revealed, to notify the Seller without delay. If the Buyer fails to notify the Seller, the goods are considered accepted, unless it is a defect that could not be detected in the investigation. Incidentally, § 377 et seqq. Code of Commercial Law (HGB) apply.

(2) Claims arising from defects are restricted to supplementary performance. If this supplementary performance fails, the Buyer is entitled to demand either price reduction or cancellation of contract.

(3) Further claims of the Buyer are excluded, provided they do not result from an acceptance of guarantee. This does not refer to willful intent, gross negligence or breach of essential contractual obligations by the Seller.

(4) Claims arising from defects become time-barred one year after delivery of the goods.

(5) The Seller does not assume liability for defects resulting from produced or integrated accessories that were not manufactured by the Seller.

§ 9 Liability

Buyer is not entitled to claims for compensation. This does not apply to cases of willful intent, gross negligence or breach of essential contractual obligation by the Seller or warranties. In particular, Seller shall not be liable for consequential damages due to defects described under § 8 (5).

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