

1) **Contract conditions**

All offers are subject to change. Orders only apply as accepted after they have been confirmed by the supplier in written form. Only a written order confirmation of the supplier is applicable for the scope of delivery. Amendments, additions or oral agreements have also to be confirmed by the supplier in writing.

2) **Technical documents**

Drawings as well as measures, weights and output-data are only approximate and without obligation as long as they are not explicitly indicated as binding. Due to permanent further developments as well as part or model modifications at the offered delivery item, the supplier is allowed to deliver this item in a modified version and can also use modified parts.

All estimates, drawing and other documents remain property of the supplier and are subject of his copyright. Third parties are not supposed to gain access to them. They have to be returned on request or in case there is no order placed, the documents mentioned above have to be handed over without any further demand.

3) **Pricing terms**

The prices are quoted in EURO ex works exclusive VAT, packing and shipping costs.

In case of essential changes in cost after the conclusion of the contract, both parties are entitled to request an appropriate adjustment of the prices in respect of these factors.

4) **Payment terms**

The invoices are due net upon receipt. In case of exceeding this payment term the contractor is entitled to charge 8% default interest above the current basic rate of the European Central Bank. The buyer is not allowed to retain or set-off the invoice amount as well as part of it. This could only be the case if counterclaims are uncontested or legally recognized.

5) **Delivery time**

The delivery time starts as soon as both parties have come to a final agreement and the buyer has fulfilled all requirements. For technical reasons the delivery time is only appointed approximately and will be extended –also within a delay delivery – appropriately in the event of unforeseen obstacles, despite the reasonable under the circumstances of the case could not take care of the Contractor. As unforeseen obstacles count extra work, not self-inflicted and severe disruptions within the company caused by i.e. strike, lockouts, accidents, transport difficulties, lack of supplies, difficulties in energy supply as well as malfunctions in the operation of the suppliers. The prove for such an event has to be given by the contractor. As soon as he can foresee that he is unable to meet the delivery time, he will notify the customer forthwith, notify the reasons for this and name a possible new delivery date.

6) **Warranty**

The buyer has to check the delivered items immediately after receipt. External visible defects (i.e. deviations from quantities and measures) have to be reported to us within 10 days. Defects which cannot be recognized immediately, (i.e. variation in quality) have to be reported as soon as they will have appeared in action.

7) **Retention of title**

Until the buyer has not arranged all payment under the business relationship, including any refinancing or reverse charge, the supplier retains ownership of its delivery matters.

8) **Processing and blending case**

When processing with still standing in foreign ownership goods, the seller acquires co-ownership of the new items. The scope of this ownership results out of the difference of the invoice value of the goods delivered by the Seller compared to the invoice value of the other goods.

9) **Fulfilment and jurisdiction**

The sole place of performance for delivery and payment as well as jurisdiction is Hamburg. This refers to directly or indirectly arising disputes which all result of the contract.

10) **Validity**

These terms and conditions remain valid also if parts of it should be proved as not valid.

(In case of any discrepancies caused by the translation, the German version of these terms and condition is authoritative.)