

Sale and Delivery Terms

1. General

Other contracts, agreements and conditions – especially amendments to the present Terms – are not binding until confirmed in writing. The purchaser's Conditions of Purchase do not place us under any obligation, even if we have not explicitly stated our objection to them.

2. Prices

Unless explicitly agreed otherwise, prices are without obligation. Prices are ex-works.

3. Delivery time

After clarification of all matters regarding delivery, the delivery time begins on the day of order confirmation and ends on the day that goods are ready for despatch from our factory. Adherence to the delivery time depends upon fulfilment of all contractual obligations on the part of the purchaser. Unforeseen difficulties such as *force majeure* or other delays in delivery of parts or materials etc. for which we are not responsible, regardless of whether they occur on our premises or those of our supplier(s), release us from our obligation to adhere to agreed delivery times. Claims for default or cancellation of the contract on the grounds of non-fulfilment in the event of late delivery will not be accepted under any circumstances. The purchaser is not entitled to compensation in the event of over-delivery. We reserve the right to deliver partial quantities.

4. Technical items

Unless specifically requested otherwise, goods are delivered in accordance with customary or standard quality. If goods are custom-made, we reserve the right to overdeliver or underdeliver the quantity ordered by up to 10%. The purchaser is not entitled to demand the handover or return of any tools used in the production of custom-made goods.

5. Shipping

Dispatch and shipping of all goods by rail or road freight forwarder is at the purchaser's own expense and risk, even when free delivery has been agreed. Packing material and packaging is charged at cost price and is non-returnable.

6. Claims

Notice of claims must be given in writing within 8 days. In the event of justified claims for faulty material or workmanship, we will provide a suitable replacement for the faulty goods. If technical problems at our plant or our suppliers prevent us from providing a replacement, or if providing a

replacement would involve unreasonably high costs, we are entitled to cancel the purchase contract. No other claims by the purchaser – in particular actions for cancellation of the sale, price reduction or damages due to latent defect – will be accepted. Alterations to faulty or defective parts may only be carried out after our prior authorisation. Faulty or defective parts must be returned at the purchaser's expense for inspection. Notification of a fault or defect does not postpone the date of due payment.

7. Terms of payment

Payment of our invoices is due after 10 days with 2% cash discount or strictly net after 30 days.

8. Reservation of ownership

Goods delivered remain our property until paid for in full. The purchaser may only sell the goods, process them, or sell them following processing, in the course of a regular and legitimate business transaction. The purchaser hereby assigns to us all present and future receivables in connection with his sale of ownership-reserved goods to the amount of their value plus any other costs accrued as a result of the purchase contract (shipping, services rendered etc.). If goods delivered by us are processed and combined with other goods or materials, the purchaser hereby assigns to us all present and future rights of ownership or part-ownership, as well as any receivables due from third parties as a result of processing goods delivered by us.

We reserve the right to withdraw our authorisation to sell or process the goods if the purchaser does not fulfil his payment obligations, or does not fulfil them on time, or for another important reason. Reservation of ownership is not affected by partial third-party payments, in particular payments by endorsers of bills of exchange. Despite the reservation of ownership, the purchaser is still held liable for loss of or damage to the goods delivered.

9. Fulfilment, place of jurisdiction

For both parties, the venue for fulfilment and place of jurisdiction for delivery and payment is Göttingen.

10. If any part or parts of these Sale and Delivery Terms should be or become invalid, this does not affect the validity of the remaining Terms.