



Standard Terms and Conditions for the Sale of Goods

These Standard Terms and Conditions for the Sale of Goods shall exclusively apply for all of our goods and services, especially all performances, proposals, advices and ancillary services. Any conditional or different terms proposed by the purchaser are objected to and will not be binding upon us unless assented in writing by us. This also shall apply in case of non explicit contradiction by us.

I. Offer and Acceptance

1. The purchaser shall be bound to his order for three weeks. No order shall be deemed to be accepted by us unless and until confirmed in writing by us.
2. We are empowered to reject the acceptance of any order within a period of three weeks, if the ordered goods are not at hand.

II. Terms of Delivery

1. The term of delivery starts with the posting of the confirmation of order, but not unless and until the purchaser has provided all documents, authorizations, releases or any stipulated advance payment.
2. Delivery term is kept if notification of attendance of delivery was in time or if the ordered goods left our factory in time.
3. The delivery term is prolonged in case of collective actions, e.g. strike and lock out, or in case of unforeseen obstacles that lie beyond our power, e.g. business disruption or delay of supply of essential materials, if these obstacles provably affect the supply in a considerable way. This shall also apply if these obstacles take place at our sub-suppliers. The delivery term is prolonged according to the duration of the abovementioned actions or obstacles. We are also not responsible for any delay mentioned above, if it occurs in case of default. We are obliged to notify the purchaser as soon as possible of the beginning and the end of such actions or obstacles.
4. Part deliveries shall be permitted in the delivery period, if no disadvantages result from the part delivery.
5. If for any reason whatsoever we fail to effect delivery within time subscribed above, the purchaser shall be entitled to fix a deadline by notice in writing. After the expiry of this deadline the purchaser shall be entitled to terminate the order in case that the interest of the purchaser became void because of the delay. The purchaser also shall be entitled to terminate the order if we are not able to perform the delivery.
6. The purchaser shall be entitled to demand from us to declare within a period of two weeks whether we will terminate the order or whether we deliver within an appropriate extension of time. The purchaser shall be entitled to terminate the order if we do not respond to his demand.



III. Scope of Delivery

1. The scope of delivery shall be defined by our confirmation of order in writing.
2. We reserve the right of amendments of construction or form which result from a technical improvement or a legislative requirement within the delivery term in case that the amendments are reasonable for the purchaser and /or not considerable.

3. a) Tolerances in admeasurements, weight or lot size are to be accepted if they are according to custom and usage, according to DIN – rules or according to casting processes. Concerning the lot size a tolerance of plus/minus 10% shall be accepted.^

b) Relevant for the calculations are the delivery weight and the lot size ascertained by us, in case the purchaser does not prove the incorrectness of our ascertainment and gives notice in writing within a period of two weeks after receipt of delivery.

IV. Cancellation charge

If the purchaser rescinds from a given order without good reason, we are entitled to demand 10% of the purchase price as handling charge and loss of profit. The right to demand a higher compensation for damages leaves untouched. The purchaser is entitled to prove that a minor damage has taken place.

V. Delivery contracts on call

If delivery contracts on call are not called upon or scheduled in time, we are entitled after an additional respite to schedule as we see fit and deliver the goods or to rescind from the outstanding part of the delivery contract. We are also entitled to invoice the performed services.

VI. Packaging and forwarding charges

Packaging materials become property of the purchaser and are invoiced by us. Postal and forwarding charges are invoiced separately. Mode of dispatch is decided upon by us regarding equitable discretion. Packaging takes place, as far as we see fit, in accordance to custom and usage.

VII. Acceptance and Transfer of Risks

1. The purchaser is obliged to accept the delivered goods. If nothing else is stipulated (delivery by us), the handing over takes place at the producing factory. The purchaser is entitled to examine the goods within a period of two weeks after notice of the disposal of the goods or any other notice of the completion of the goods at the producing factory. The purchaser is obliged to accept the delivered goods during the abovementioned period of time, unless he is temporarily not able to accept through no fault of his own.



2. If the purchaser is wilfully or in a grossly negligent way late in accepting the delivered goods more than two weeks after receiving the notice of disposal, we are entitled, after an additional respite of two weeks, to rescind from the contract or to demand compensation for failure of performance. The additional respite is not necessary, if the purchaser seriously refuses to accept the delivery or obviously is not able to pay the purchase price in time.
3. The risk of transfer passes to the purchaser with the acceptance of the delivered goods. If the purchaser wrongfully fails to accept the delivered goods, the risk of damage or loss of the goods shall pass with the declaration of refuse.
4. Goods reported ready for transport are to be taken over immediately by the purchaser. Otherwise we are entitled to deliver by means of our own choice or to store the goods at the expense and the risk of the purchaser; we are also entitled to do so, if the transport taken on by us cannot be carried out through no fault of our own. If we store the goods in the factory we charge at least 0,5 % per month of the invoice figure which is allotted to the stored product.
5. The passing of risk to the purchaser takes place with the handing over of the goods to the railway transport company, the forwarding agent or the carrier or with the notice, that the goods are ready for transport or at the latest however with leaving the factory or the store. This also shall apply when we have taken on the delivery. On request of the purchaser we insure the product at his expense.
6. If inspection is wished, range and conditions have to be agreed upon until the conclusion of the contract. The inspection has to be carried out immediately at the expense of the purchaser after reported readiness to accept the goods at the factory. If inspection does not take place at all or not in time or not completely, we are authorized to deliver the goods by means of our own choice or to store the goods at the expense and the risk of the purchaser. The goods are regarded as accepted by this.

VIII. Changes of Price

Changes of price are permitted if more than four months lie between the completion of the contract and the date set for delivery. If the wages, the cost of materials or the usual acquisition prices increase after this period of time we are entitled to increase the price reasonably according to the increase of costs mentioned above. The purchaser is only entitled to rescind from the contract, if the increase of costs exceeds the rise in general costs of living between order and delivery significantly. If the purchaser is a merchant, a public corporation or a separate estate under public law, changes of price are permitted as per the aforementioned regulation, if more than six weeks lie between the completion of the contract and the date set for delivery.



IX. Guarantee

1. We take on the guarantee for defects of the delivered goods in the following way:
 - a. During a period of six months after the taking over of the delivered goods the purchaser can claim removal of defects (rectification of defects). If we can not remove a defect subject to our guarantee obligation (fail of rectification of defects) or further attempts at rectification are unreasonable to the purchaser, the purchaser may claim redhibition action (rescission of the contract) or reduction (abatement of the purchase price).
 - b. Natural wear is excluded from guarantee in any case.
2. Concerning further going claims we are only liable in case of intent or gross negligence. Otherwise liability is excluded.
3. In case of inspection agreed upon according to sec. VII. 6., the reprimand of defects, which could have been established by the purchaser, is excluded.
4. We are to be given opportunity to check out the reported defects. In urgent cases of endangerment to the safety of operation or in cases of defence of disproportionately big damages to the purchaser we must check out the reported defect immediately. Rejected goods are to be returned to us at once on demand. If the purchaser does not fulfil these obligations herein above or if the purchaser modifies or changes the rejected goods, any claims to guarantee become null and void.
5. Provided that a defect is not provable the charges of checking out because of a notice of defects are for the account of the purchaser.
6. Material recommendations, information and advice of any sort are given by us considering the information bestowed on us to the best of our knowledge under exclusion of any liability. This shall not apply if our legal representatives, our management or our employees act with intent or gross negligence.

X. Retention of Title

1. The property in the goods shall not pass to the purchaser until we have received payment in full of the price of the goods and in all other claims for money, especially the respective debit balance that we can claim to for any cause in law from this business relation. This shall also apply if the payment is made on debts described particularly.
2. If the purchaser acts contrary to the regulations of this contract, especially in case of default of payment, we are entitled to redeem the goods after reminder. In this case the purchaser is obliged to hand out the goods.
3. The claim of retention of title or the distraint of the delivered goods by us may not be regarded as rescission of the contract.

If the purchaser is a merchant, a public corporation or a separate estate under public law furthermore the following shall apply:



4. The purchaser is entitled to resell the goods in the ordinary course of its business; the purchaser cedes already now all claims in money up to the amount of the agreed purchase price (including VAT) which the purchaser accrues from the resale. This may apply regardless to whether the goods are resold with or without being handled by the purchaser. The purchaser remains authorized to collect these claims after ceding. Our right to collect these claims by our self leaves untouched; we are obliged not to collect these claims, as long as the purchaser meets his financial obligations duly and there is no default of payment. In any case of default of payment we are entitled to demand that the purchaser announces the ceded claims and the debtors, gives the necessary information for collection, hands out the corresponding documents and informs the debtors (third parties) about the cession.
5. The processing or forming of the goods by the purchaser is always carried out for us. If the delivered goods are processed with other goods, which do not belong to us, we acquire co-ownership of the new entity proportionally to the value of the delivered goods to the other goods. The rights of co-ownerships arising from this procession are regarded as goods subject to reservation of title according to sec. X. I..
6. This shall also apply in case of inseparable commingling. The purchaser shall store the co-owned goods without any charge for us.
7. The purchaser shall not pledge the delivered goods or transfer them by way of security. In case of distraint as well as confiscation or other disposal by third parties the purchaser shall inform us immediately and provide us with all information and documents required for the preservation of our rights. Execution officials or a third party are to be informed about our ownership.
8. We are obliged to release the existing security rights to the extent that they exceed the value of the secured good more than 20%.

XI. Copyright

The purchaser may only use documents and subscriptions as well as constructive performances and suggestions rendered by us for the design and production of the goods for the contractual purpose. Without our consent the purchaser is not entitled to open them to third parties or to make them the object of publications.

XII. Liability and Compensation

1. Claims for compensation for offence are excluded, unless the damage was caused by intent or gross negligence. This shall also apply to actions of our assistants and servants. Regardless of the legal ground of these claims our liability is only performed according to the regulations of this contract.
2. If we are subject to a claim for damages by a third party and is the purchaser responsible therefore, the purchaser is obliged to indemnify us from these claims.
3. Concerning the intended use the purchaser is particularly responsible for the proper construction and shall take into account any safety regulations applicable, the choice of material and the



required test procedure, correctness and completeness of the technical delivery instructions and the technical documents and subscriptions obtained as well as the construction of the production facilities delivered by us. This shall also apply if we recommend amendments and these amendments find the approval of the purchaser. Furthermore the purchaser guarantees that the intellectual property and other rights of third parties are not violated.

XIII. Terms of Payment

1. The purchase price and the payments for ancillary services are due at the handing over of the delivered goods.
2. Checks and bills of exchange are regarded as payment only after encasement. The acceptance of a bill of exchange always requires a previous written agreement with us. In case of acceptance of a bill of exchange bank-like discount and collection expenses are calculated. They shall be paid cash at once.
3. We calculate default interests with 5% over the base rate of the European Central Bank. We have the right to prove a higher interest rate.
4. If the purchaser is a merchant, a public corporation or a separate estate under public law, lien and claim for balancing of costs is not permitted.

XIV. Place of Performance and Jurisdiction

1. Place of performance for payments are Langweid, concerning all other obligations place of performing is the delivering factory.
2. If the purchaser is a merchant, a public corporation or a separate estate under public law place of jurisdiction is the Landgericht DE-86150 Augsburg (Germany). We are also entitled to sue at the headquarters of the purchaser.

XV. Miscellaneous

1. To be valid the assignment of rights and obligations of the purchaser arising from this contract requires our written consent.
2. If one of the provisions of this contract is held to be invalid, the remaining provisions shall remain valid, and the invalid provisions shall be replaced by such valid ones which shall have the closest admissible economic effect. The same shall apply in the event that the contract is found to be incomplete.
3. In any case of doubt the German version of this Terms and Conditions shall apply.