



# General terms and conditions of Bräuer Systemtechnik GmbH

as on: January 2018

<b>1</b>	<b>General information</b>	5.2	Invoices for deliveries shall be payable within 10 days with a 2 % discount and within 30 days net, unless other terms of payment are explicitly agreed upon with us. The agreed terms of payment shall be effective from the date of invoice. The minimum contract value shall be 100€. If the minimum contract value is undershot, a processing fee in the amount of the difference to the minimum contract shall be charged. As far as possible, the payment must be made to the account mentioned in the invoice via a bank transfer with a specification of the invoice number. If case of a default by the customer, the customer shall be under obligation to pay us a default interest amounting to 3% p.a. above the relevant discount rate of the German central bank, unless we can prove greater damages. In case of businessmen, we shall be entitled to claim maturity interest after the due date amounting to 3% p.a. above the relevant discount rate of the German central bank, unless we can prove greater damages.
1.1	The following conditions shall be exclusively applicable for all our future deliveries, services and offers. These shall be accepted by the customer with the assignment of an order and at the latest with the acceptance of the first delivery or service, and shall be valid for the entire duration of the business relationship.		
1.2	Any deviating terms and conditions of the customer shall not be accepted; the execution of the contract shall not imply their acceptance. Other agreements, especially warranties, modifications and ancillary agreements shall be effective only if we provide consent to them in writing.		
<b>2</b>	<b>Offers/orders</b>		
2.1	Our offers in brochures, advertisements, etc. are non-binding and without obligation, including the prices. We shall however be bound by offers that have been provided as binding for a time period of 14 days from the date on which the offer is given.	5.3	If we withdraw a delivery of service without being under such an obligation towards the customer, we shall be entitled to demand a lump sum remuneration of 10 % of the net invoice amount plus VAT, unless we can prove greater damages.
2.2	Orders of the customer shall be binding for 14 days. The contract shall however be executed only after a written confirmation of the order; if such an order confirmation is not sent, the contract shall come into effect upon delivery of the invoiced item.	5.4	In case of default in payment or reasonable concern about service deterioration or inability of the customer to pay, we shall be entitled to discontinue the relevant delivery or service or to demand advance payment of all claims, including those deferred or arising from bills of exchange or relevant securities. If the customer does not comply with the demand, advance payment or security deposit within a reasonable period to be set by us, we shall be entitled to withdraw from all contracts and to charge to the customer the costs that have been and are being incurred along with the negative profit.
2.4	We shall be entitled to make changes to the design and form of the delivery or service during the delivery time (without prior notification).		
2.5	Qualities and dimensions shall be determined as per DIN standards, material specifications, EURO standards and common practice - in that order - unless other qualities and dimensions have been agreed upon exclusively. References to our offers and contracts from DIN standards, material specifications, EURO standards, work test certificate and information related to quality, dimensions, weight and usability shall not be considered as warranted properties, unless otherwise agreed upon specifically.	<b>6</b>	<b>Liability</b>
2.6	We shall be entitled to partial deliveries.	6.1	We shall be liable to the customer for the damage caused in case of deliberate intent or gross negligence on our part or on the part of our personnel or agents.
<b>3</b>	<b>Delivery/risk of loss/ delivery and service terms</b>	6.2	For every individual instance, our liability shall be limited to the invoice amount for all deliveries and services that form the basis of the relevant order or the contract of the customer. There shall be an exemption from liability in case of deliveries of used equipment and services pertaining to them, e.g. for repairs of any kind of used equipment.
3.1	The delivery shall take place ex-works. We reserve the right to deliver the goods with cash on delivery, whereby the costs for cash on delivery shall be borne by the customer. Deliveries to new customers and foreign customers shall usually require advance payments.	6.3	The liability as per the product liability law shall remain unaffected.
3.2	Our written confirmation shall be decisive for the scope of delivery and service. The quantities for delivery shall be determined in the factory relevant as per point 3.1, unless the delivery or is to be made or rendered at another location with our agreement. This determination of quantities shall be binding upon the customer. The number of units, bundles, etc. indicated in the dispatch note shall be non-binding for goods sold by weight. It is important to weigh a lot, unless the goods are not usually weighed individually.	6.4	For the rest, our liability shall be excluded.
3.3	The title shall pass to the customer as soon as the delivery is handed over by us to the person carrying out the transport or has left the relevant factory as per point 3.1 for the purpose of shipment.	<b>7</b>	<b>Reservation of proprietary rights and liens</b>
3.4	Deadlines for deliveries and services shall be agreed upon specifically. If the deadline for deliveries and services is agreed upon, it shall start from the date of signing of the contract or from the date of our order confirmation - via telephone or in writing, but not before the receipt of the agreed advance payment. Timely dispatch from the factory as per point 3.1 shall be sufficient to ensure adherence to the deadlines for deliveries and services. Compliance with the deadlines for deliveries and services by us shall always require the fulfillment of the contractual obligations by the customer.	7.1	We reserve the ownership right to the goods until all claims against the customer arising from the business relationship are settled, including any future claims from contracts concluded at the same time or at a later date. This shall also be applicable if any or all of our claims have been invoiced in a current account and the balance has been deducted and acknowledged.
3.5	Deadline for deliveries and services shall be extended appropriately in case of hindrances for us or for our suppliers that are beyond our control, such as force majeure, interventions of public authorities, export/import restrictions, industrial disputes, delay or inability to obtain essential raw material, materials or parts, operational interruptions, defective production or power failure. We shall not be liable for the duration of the abovementioned circumstances for any resulting or consequential damages. In case our suppliers do not supply us at all or completely without us being responsible for it and in spite of us having concluded delivery agreements with the due diligence, we shall be entitled to withdraw from the contract with the customer. We shall not be liable for any resulting or consequential damages.	7.2	The customer shall be entitled to resale of the reserved goods in proper course of business only if he assigns all claims which he accrues from the resale against the buyers or third parties to us. If reserved goods are sold without processing, after processing or mixing with items that are the property of the customer, the customer shall assign the full amount of the claims resulting from resale to us. If after processing/intermixing, the reserved goods are sold by the customer along with goods that are not its property, the customer shall assign to us the claims resulting from resale up to an amount equal to the value of the reserved goods, including all ancillary rights and with priority over the rest. We shall accept the assignment. If the customer and the third party have a real or unreal current account relationship or if such an account is opened later, the customer shall assign to us the claims resulting from the balances deducted or to be deducted, the right to determine the current balance and the right to terminate the current account. The customer shall be entitled to assert the said claim even after the assignment. The authority of the customer to collect the claim shall remain unaffected; we shall however be under obligation to not to assert the claims as long as the customer complies with the payment and other obligations properly. We shall be entitled to demand that the customer inform us of the assigned claims and their debtors, provide us all the information necessary to assert the claims, submit the necessary documents and inform the debtors of the assignment.
3.6	If we are responsible for overshooting the deadlines for deliveries and services, the customer shall be entitled to claim a default penalty of 0.5 % for every complete week of default, but not more than 5 % of net bill amount of delivery and service affected by the default, if and to the extent to which he has suffered damages due to non-compliance. Further claims from the customer shall be excluded if the default cannot be attributed to deliberate intent or gross negligence.	7.3	Any further processing or machining shall be carried out by the customer for us, without it resulting in any obligations. In case of processing, fusing, blending or mixing of the reserved good with other goods that are not the property of the customer, we shall be entitled to a co-ownership share in the new product in the ratio of the value of the reserved goods to the remaining goods at the time of processing, fusing, blending or mixing. Should the customer be the sole owner of the new product, the parties of the contract agree that the customer shall grant us the co-ownership of the product proportionate to the value of the processed, fused, blended or mixed reserved goods and shall keep this co-ownership share free of cost for us.
3.7	If there is a delay in the delivery or service due to a factor that can be attributed to the customer, then the default of acceptance and transfer of title shall take place immediately after we have informed the customer of our willingness to dispatch.	7.4	If, in connection with the payment of purchase price by the customer, we justify an obligation to accept the invoice, the retention of title as well as the underlying claim from the delivery of goods shall not be dissolved before the payment of all bills of exchange by the customer as the drawee.
3.8	If the customer delays the acceptance of even the partial delivery or service, we shall thereupon, after the expiry of a period that is to be specified by us but that is to be no more two weeks, be entitled to withdraw from the agreement entirely or partly, or claim compensation for non-compliance with reference relation to the entire contract or a part thereof; in any case, there is no threat of refusal. If we claim compensation for non-compliance, the compensation to be paid shall be flat 15 % of the net invoice amount, unless we prove greater damages or the customer proves less damages.	7.5	If the value of the existing security exceeds the claims to be secured by more than 20%, we shall be under obligation to release the security in that amount.
<b>4.</b>	<b>Notice of defects and warranty</b>	7.6	The customer shall be allowed to pledge or transfer the ownership of the delivery of goods only with our express consent. If our security rights are contested by a third party, especially in case of confiscation or seizure of the delivery and/or the claims, the customer shall inform us of it immediately by sending the documents available to him (e.g. seizure reports, etc.) and shall inform the third party about our security rights. The customer shall be under obligation to reimburse the costs resulting from the implementation of control measures as a result of the impairment of our security rights.
4.1	In case our customer is a businessman, the visible defects must be reported in writing immediately, and no later than 8 days after the delivery or service. Hidden defects must be immediately reported in writing within 8 days after they are identified. In case our customer is not a businessman, the visible defects must be reported in writing immediately, and no later than two weeks after the delivery or service.	7.7	We shall be entitled to take back the goods sold under reservation of title if the customers suspends our payment, is unable to make the payment or if we receive negative information that indicates substantial deterioration in the financial situation of the customer; in such a case, the customer shall give his irrevocable and unconditional approval to the collection of the goods. The same shall be applicable in the event of foreclosure and protests against exchange and cheques of the customer.
4.2	In case of a defective delivery of new goods or service, including lack of guaranteed features, we shall either rectify the defect or replace the defective parts or groups of parts. We shall be the owners of parts that have been dismantled for replacement. In case of a final failure of the repair or replacement or compensation, the customer shall be entitled to a reduction or conversion.	<b>8.</b>	<b>Shipping</b>
4.3	There are no granting claims of the customer if the delivery item is not monitored or used properly by the customer, and especially in case of violation of legal provisions or non-adherence to installation or operating instructions. The same applies in case of violation of DIN standards, EURO standards or state-of-the-art unless the deviation is based on our installation or operating instructions or if the customer or a third party appointed by the customer have made technical changes, upgrades or repairs to the delivery item, unless the customer proves that these factors has not results in the faults; or the items delivered and used by us or repairs carried out by us on the items used or the consulting or monitoring activities carried out by us, especially for the consequential damages.	8.	In the absence of any instructions, we shall choose the means of transportation and transport routes. Goods and deliveries ready for shipment should be immediately fetched by the customer or to be picked up in case fetching has been agreed upon. Else, we shall be entitled to store the goods or deliveries at the cost and risk of the customer and to charge the customer for the relevant storage costs (internal as well as external storage).
4.4	The customer shall be under obligation to allow us to verify and if necessary exchange the deliveries and services in question.	<b>9</b>	<b>Data protection</b>
4.5	The customer shall return the delivery to us to rectify the faults. The delivery item must be completely and correctly packaged and labelled, including its serial and model number. Furthermore, a copy of the delivery note, order confirmation and invoice number must be provided. We shall be entitled to ask the customer to rectify faults.	9.	The customer agrees that the contract data shall be stored and further processed according to the Federal Data Protection Act (BDSG) if this is necessary for the implementation of the contractual relationship.
4.6	All warranty claims shall lapse 6 months after the transfer of performance risk.	<b>10</b>	<b>Other regulations</b>
<b>5</b>	<b>Fees/Payments</b>	10.1	Additional agreements, modifications and amendments to the contract shall be done in writing for the purpose of documentation.
5.1	The prices in our currently valid price list shall be applicable. All prices and charges shall apply as per the relevant factory specified in point 3.1 plus statutory VAT. The customer shall bear all additional costs, especially those for packaging (e.g. for transport), shipping as well as transport insurance, which we arrange only upon special customer request. Installation and installation costs are shall be included in the price only if they have been explicitly agreed upon in writing. Apart from this, our hourly rates applicable for this activity at the time of installation shall apply. The installation costs not included in this shall be paid additionally by the customer.	10.2	Offsetting of claims by us shall be permissible only with an undisputed or legally confirmed counterclaim. The enforcement of right of retention that is not based on the same contractual relationship is excluded.
		10.3	If individual regulations of these conditions are or become completely or partially void, invalid and/or inapplicable, this shall not affect the validity of the remaining regulations.
		10.4	The place of fulfillment shall be Mildenau. The law of the Federal Republic of Germany shall be applicable, with the exception of its provisions for private international law. The validity of the UN Sales Convention shall be excluded. The court of jurisdiction for all transactions with businessmen shall be Chemnitz. We shall however also be entitled to raise a claim in another court of jurisdiction.