



# General Terms & Conditions

## § 1 Validity & Conditions

Any deliveries, services and offers by Raussendorf GmbH, hereinafter called „supplier“ shall exclusively be performed under the following terms and conditions, detailed specifications of the customer, offer and/or specification of the supplier, master agreement, individual contract and/or confirmed order. Any acknowledgement from the side of the customer referring to his own business or purchase conditions will be hereby expressly rejected.

## § 2 Offers and conclusion of a contract

1. Quotes contained in brochures, advertisements, etc. are – including contained prices – subject to confirmation and non-binding. The supplier will remain bound by specially drafted offers for 30 calendar days as from the date of the offer.

2. Subsidiary agreements, amendments, supplements or other deviations from these Terms and Conditions shall be valid only if the supplier expressly agreed to them. Such agreements shall be made in writing.

3. Any information included in the supplier's offers and/or order acknowledgements which is based on an obvious error (i.e. a clerical or calculation error) will not be binding on the supplier. On the contrary, the obviously intended declaration will be applicable.

4. Quotation documents, drawings, descriptions, samples and quotations of the supplier cannot without permission be either published, copied or made available to a third party. The documents must be returned upon request without any copies being withheld.

## § 3 Term of the contract

1. The contract is valid until the fulfillment of its purpose and can only be canceled during the time of performance by the customer according to § 649 BGB (Civil Code).

2. The statutory right to give extraordinary notice of cancellation for cause shall remain unaffected. The notice of cancellation shall need to be in writing.

## § 4 Quotes

1. The prices include the Value Added Tax which is stated separately.

## § 5 Delivery Times

1. The delivery delays will apply conditional on our delivering the correct type, number etc. of goods ourselves on time unless a binding delivery deadline has been expressly assured.

2. If delivery or other performance is delayed due to circumstances for which the supplier, the legal representative or vicarious agents are responsible, the supplier's liability will be that prescribed by law. In the case of slight negligence, liability is limited to the typical and reasonably and foreseeable damage. This principle will be applicable, in particular, in cases of force majeure, strikes, lockouts, official directives, etc. even if the impediments occur at the supplier's contractors or at their subcontractors. The duration of the period of grace to be granted by the orderer by law is fixed at 2 weeks starting upon receipt of notification by the supplier.

## § 6 Delivery, Acceptance and Transfer of Risk

1. Should the supplier request acceptance of the(sub) services and performed work, then the supplier must communicate this in writing to the customer. The acceptance by the customer has to take place within 7 days.

2. In case no acceptance is required the performed work and services shall be considered as accepted with the lapse of 30 days following the written notification of completion of the performed work/services.

3. The acceptance is considered to have taken place 7 working days after the customer has started using the service or performed work or parts of it. This shall apply only, if no acceptance has been required and /or no refusal of acceptance has been declared.

4. Entire or partial use of the delivery which are required to continue the work do not constitute acceptance of the delivery. The use of parts of the work by the customer for other purposes, especially inspection and test purposes, is considered as partial acceptance according to rule 3.3. Reservations based on known defects or contractual penalties have to be claimed by the customer in writing within the above mentioned periods (point 3).

5. Unless otherwise agreed (Incoterms) the risk shall pass to the customer as soon as the goods are handed over to any person in charge of transport or at the time of dispatching the goods from the supplier's works or warehouse. Should shipment be delayed or not effected on customer's request, the risk will pass to him at the time of the notification of readiness for dispatch.

6. Upon request of the customer, shipments in his name and on his invoice will be insured.



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### § 7 Claims for defects

1. All relevant legal regulations shall be applicable. The period shall start to run on the day of acceptance of the performed work or the delivery.
2. Should the performance or performed work made by the supplier be defective, the supplier will, at his option be allowed to supply a replacement or to rectify the defect. Multiple rectifications –normally 2 - shall be permitted.
3. The right of the customer to claim in respect of defects is limited in every case to 12 months after the date of the transfer of risks, unless longer limitation periods are imperatively prescribed by law. If the customer is an entrepreneur in terms of § 14 BGB (German Civil Code), in addition points 4 and 5 shall apply.
4. Claims for obvious defects in work performance can no longer be asserted after acceptance. Otherwise, for the purpose of compliance with the claims for defects, the customer must notify the supplier in writing of such defects without delay, however not later than 2 weeks after the delivery. The defective objects must be made available for the inspection performed by the supplier in the original condition at the time that the defect was detected.
5. Insignificant, reasonable deviations in the dimensions and designs, in particular in the event of repeat orders, shall not be deemed cause for compliant, unless compliance was expressly stipulated. Technical improvements and necessary technical modifications shall also be deemed compliant with the contract, as long as they do not constitute a deterioration in the fitness for use.
6. If operating and maintenance instructions of the supplier are not followed, changes are made to the products, parts are replaced or consumable materials are used which do not comply with the original specifications, any claims for defects in the product shall lapse unless the customer refutes a reasonably substantiated claim that the defect was caused by one of these circumstances.
7. No liability shall be accepted for normal wear and tear.
8. If the supplementary performance is unsuccessful after a reasonable period, the customer may, at his discretion, demand a reduction in the price or the annulment of the contract.
9. The above provisions in this paragraph will not be applicable to the sale of objects which have already been used. If the customer is a consumer the limitation period for defect claims shall be one (1) year. Used objects shall be supplied to the entrepreneurs excluding the right of claims of defects.

10. If the supplier is available for the customer in a manner that exceeds the statutory regulations to inform on the use of the products, he shall only be liable according to § 8, if for this purpose a separate fee was agreed on.

### § 8 Limitation of liability

1. Any claims for compensation for breach of duty pursuant to § 280 para. 1, for culpability at the time of contract conclusion or unallowed action, which are not simultaneously based on the contractor's breach of a principal contractual obligation to perform will be excluded not only against the supplier but also against his vicarious agents provided that the damage has not been caused wilfully or by gross negligence. This does not apply to damage claims regarding granted characteristics, which shall secure the customer against the risk of consequential harms caused by a defect.
2. For damages that have been caused intentionally or through gross negligence by staff that is not directly employed by the supplier, the supplier shall only be liable for the agreed net compensation.
3. Damage claims according to the law about the liability for defective products (ProdHaftG) are unaffected thereof, as well as a liability for injury to life, limb and health.

### § 9 Title retention

1. Until complete and timely performance of all of supplier's claims against the customer, to which the supplier is entitled vis-à-vis the customer on any legal basis, the supplier retains ownership title in delivered goods (conditional commodities).
2. The customer will be obliged to notify the supplier in writing without delay of any attachments of the reserved objects and to inform the pledgees of the reservation of title. The customer shall not be entitled to sell the goods delivered to him under the retention of title, to give them away free of charge, to encumber them or to assign them as a security (apart from the cases specified in the following terms).
3. If the delivery is effected for a business maintained by the customer, the customer shall be entitled to sell the goods being subject to retention of title to third parties within the ordinary course of business. In such a case, the claims of the customer against their supplier resulting from this sale are ceded to the supplier, with effect of this date. If the items are resold on credit, the customer will be required to retain ownership of the goods sold to his buyer. The customer transfers all rights and claims from this retention of ownership in respect of such customers to the supplier.



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4. If the customer machines or processes the reserved objects in any way, he will do this on behalf of the supplier free of charge. If the reserved goods are processed or combined or mixed with other goods, supplier shall as a matter of principle be entitled to a co-ownership share in the new product; in the case of processing, this share shall correspond to the value of the reserved goods in relation to the value of the new product at the time of the processing, combining or mixing. If the customer acquires sole ownership of the new product, the parties to the contract are in agreement that the customer grants the supplier co-ownership of the new product in the ratio of the value of the processed and/or connected, commingled or mixed reserved goods and stores for the distributor without charge.

5. If the reserved objects are installed as fixtures of a piece of real property belonging to a third party by the customer or on his behalf, the customer will have already assigned to the supplier any resulting claims from remuneration together with all the ancillary rights, including the granting of a security mortgage, against third parties or against anyone whom it may concern.

6. If the value of the securities existing for the supplier according to the above provisions exceeds (not only temporarily) the value of the supplier's claims by more than 20% in total, the supplier will be obliged, at the customer's request, to correspondingly release securities of his choice.

7. With behaviour of the customer contrary to the terms of the agreement, the supplier can require the immediate claim of their property. If the customer has fulfilled the contract, the supplier must return the objects.

### § 10 Payment

1. Unless another agreement has been made, the supplier's invoices will be payable immediately after receipt without deduction.

2. While manufacturing the work, The supplier is entitled to demand payments on account (incl. VAT) from the customer at the amount of the already performed work or deliveries effected to the due date of the partial invoice.

3. The paid payments on account imply, that the (partly) performed work and deliveries stipulated on the partial invoice are accepted faultless, unless the customer makes a written explicit declaration within 3 weeks after receipt of the partial invoice to the supplier. The supplier indicates to the customer this effect concerning the partial invoice on the partial invoice. The supplier shall notify the customer in writing about the completion of services.

4. The final invoice must involve the complete performance of the order, as well as all amendments and must be submitted (including all relevant documents) after complete performance within 7 days to the customer for inspection. The final invoice shall be payable within 7 days after receipt of the invoice without any discount.

5. The supplier shall reserve the right to refuse checks or bills of exchange. The acceptance shall at all times be on account of performance.

6. If the supplier becomes aware of circumstances, which call the creditworthiness of the customer into question, in particular if a cheque is dishonoured, payments are ceased or paid late or other circumstances, then the supplier is entitled to accelerate maturity for the entire balance of debt, even if the supplier has accepted cheques. In this case, the supplier is also entitled to demand advance payments or securities.

7. If the customer suspends his payment finally and/or if there are any applications for bankruptcy proceedings, the supplier will also be entitled to withdraw from that part of the contract which has not yet been fulfilled.

8. The supplier is entitled to credit payments against the customer's oldest debts first despite differing conditions of the customer. The supplier shall inform the customer of the type of set-off that has occurred. If cost and interest have already occurred, the supplier shall be entitled to assign the payment first of all to the cost, then to the interest and last of all to the main debt.

9. If the customer is in delay of payment, the customer owes the supplier the statutory default interest. In the case of late payment, the supplier reserves the right to withhold services contracted for until the account is no longer in arrears.

10. The assertion of additional damage caused by delay remains reserved by the supplier. The customer's right to prove less damage will remain unaffected in the cases described above.

11. Offsetting by the customer is excluded as far as the counterclaim has not been defined by enforceable final judgment, is not ready for decision or not uncontested.

### § 11 Exclusion of other Terms & Conditions

Unless the parties deviate explicitly from one or more terms and conditions in writing, the applicability of the General Terms and Conditions of Business of the customer will be excluded. In particular, provisions in the General Terms & Conditions of the supplier shall be excluded, after which the General Terms & Conditions of the supplier will have no or partially no validity.

### § 12 Applicable law, place of jurisdiction, partial invalidity

1. For these business terms and conditions and for the complete legal relationship between the contractual partners, German law is exclusively applicable with the exception of the United Nations Convention on Contracts for the International Sale of Goods.



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2. Provided the customer is a registered merchant as defined in the Commercial Code, or a legal entity or a special trust under public law, the place of the supplier's company shall be exclusive venue for all and any disputes directly or indirectly arising from the contractual relationship.

3. If a provision in these General Terms & Conditions is or becomes invalid, it shall not affect any part of the remaining contract or agreement between the supplier and the customer.