

General terms and conditions

Märzhäuser Wetzlar GmbH & Co. KG | Update: 09/2006

All deliveries are made exclusively in accordance with our written confirmation of order and these delivery terms. Any conditions of the customer, which differ from these, do not become valid by the acceptance of an order. By carrying out the order and accepting the delivered goods the customer confirms his consent with the following conditions.

1. Price

1.1 Prices are considered to be ex works, excluding value added tax and packaging.

1.2 The purchaser may only charge claims, which are indisputable or have been legally ascertained.

2. Delivery period

2.1 The agreed term of delivery begins with the date of our confirmation of order. The compliance with the period of delivery presumes the observance of following details:

Timely entrance of all documents to be delivered by the purchaser as well as any necessary authorizations, releases, timely clarification and authorization of any plans and observance of any agreed terms of payment and other liabilities. If these requirements are not fulfilled on time, the period shall be extended appropriately.

2.2 The term of delivery shall be extended appropriately in case of any difficulties arising from an act of God (force majeure). This also includes strikes and lockouts, even in case these have occurred to our sub suppliers.

Any compensation claims of the purchaser due to late delivery shall be excluded, even at the end of possible legal extension. The purchaser's right of contract cancellation after expiry of an extension period granted to the supplier without any result remains untouched.

The risk shall also transfer to the purchaser in case of freight-free delivery once the goods have been brought to dispatch or have been collected.

Partial deliveries are allowed.

3. Reservation of proprietary rights

3.1 The delivered goods remain our property until the complete repayment of all claims resulting from any business connections with the purchaser.

Within the scope of his legal business enterprise the purchaser shall be entitled to further disposition of the delivered goods until revoked. The purchaser already resigns all claims resulting from this disposition, to which he may be entitled including any subsidiary rights to us. The resigned claims serve the protection of all claims according to paragraph 1.

The purchaser is not authorized to determine further orders concerning the goods subject to retention of title, in particular not in regards of any pledging or security assignments. He shall immediately inform us of any interference of rights concerning objects belonging to our property.

Should the purchaser be behind with his payment duty towards us, or should he violate any duties arising from the agreed reservation of proprietary rights, the whole rest debt becomes due immediately. In this case we are entitled to demand the delivery of the goods and to collect these from the purchaser. The purchaser has no possession rights.

3.2 The purchaser is entitled to process the goods subject to retention of title and to rearrange and to combine them with other objects. The processing or reorganization shall be carried out as our benefit. We immediately become the owner of any object produced by processing or reorganization. The processed or rearranged objects shall be regarded as goods subject to retention of title.

In the case of processing, restructuring or combination with other objects that do not belong to us we become entitled to a co-ownership of the new object amounting to the share which arises from the relation of the value of the processed, restructured or combined goods subject to retention of title to the value of the new object. The claim share resigned to us has precedence before any further remaining claims.

3.3 On the purchaser's request we shall be obliged to release safeguards to which he is entitled according to his choice, should the value of the safeguards of our claims against the purchaser exceed more than 20%.

4. Liability for defects

We guarantee for any defects, including the absence of assured properties as follows:

4.1 All parts are to be amended free of charge according to our choice or to be delivered anew which become unusable within 24 months of the passing of risk date calculated as a result of a circumstance lying before the passing of risk, in particular when caused by faulty design, bad material or defective execution. The discovery of such defects must be reported to us immediately in writing.

4.2 The purchaser shall grant us the time necessary for the removal of the defect at reasonable discretion and opportunity. Otherwise we shall be released from the liability for defects.

4.3 In the case that an adequate time is given to us, which passes without repair of the defect, the purchaser is entitled to demand a cancellation of contract (amendment) or decrease of reimbursement (decrease).

4.4 In all cases the purchaser's right to assert claims resulting from defects comes under the statute of limitations 24 months from of the reprehension date.

4.5 The liability for defects is not affected by natural wear and tear nor by damages which originate as a result of faulty or negligent treatment, excessive stress after delivery and passing of risk or from any circumstances which were not assumed according to the contract. In case amendments and repair works are carried out improperly by the purchaser or by any third party liability for the results originating from this is excluded.

4.6 The warranty deed for finishing touches is 3 months, for spare part deliveries 6 months. It shall last at least up to the expiry of the original warranty deed for the subject of delivery.

4.7 Any other claims of the purchaser against us are excluded, in particular any compensation titles for damages that have not originated from the subject of delivery themselves. This does not include cases of intention, coarse carelessness or the absence of assured properties.

4.8 Para. 1 - 7 count accordingly for such claims of the purchaser concerning rectification of defects, compensation delivery or compensation which have originated from proposals following within the scope of the contract or consultations or from injury of contractual accessory obligations.

5. Impossibility, contract adaptation

5.1 Should the performance being incumbent upon us become impossible due to our own fault, the purchaser shall be entitled to claim compensation. Nevertheless, the compensation claim entitlement is limited to 10% of the value of that delivery part that cannot be taken into useful operation because of the impossibility. Further claims for damages of the purchaser are excluded. This does not apply for cases which are mandatory liable because of intention or coarse carelessness. The purchaser's right of cancellation of the contract remains untouched.

5.2 Should unforeseen events in terms of Para. 2.2 occur which change the economic meaning or the scope of the delivery considerably or which considerably impact our operation, the contract shall be adapted appropriately, as far as this corresponds with good faith. Should this be economically unacceptable, this shall entitle us to withdraw from the contract. Should we consider making use of this right of contract cancellation, we shall immediately inform the purchaser of this circumstance after cognition of the consequences of this act, even if at first an extension of the delivery period had been agreed with the purchaser.

6. Further indemnity claims

Indemnity claims of the purchaser resulting from positive claim violation, from the violation of duties from contract negotiations or from unauthorized action are excluded. This does not apply for cases in which the party becomes mandatory liable due to intention or coarse carelessness or with personal damages or damage to privately used objects according to the Product Liability Act.

7. Copyright

In drawings and in other documents the supplier reserves unlimited proprietary-juridical and copyright utilization rights.

8. Legal venue, applicable law

8.1 If the purchaser is an independent commercial agent, then the venue is the court, which is locally, and essentially in charge for our head office, according to our choice this may also be the head office or the subsidiary of the purchaser.

8.2 German Law is applicable for the contractual relationship.

8.3 In case of juridical ineffectiveness of single points, the contract still remains obliging in its remaining parts.