

# terms and conditions

## 1. General information

These general trading conditions are the basis of all deliveries. We do not recognize opposing or otherwise deviating conditions of the orderer of their validity we did not agree expressly in writing. Our trading conditions apply also to all future contractual relations with the orderer.

## 2. Quotation

The prices specified in the confirmation of order are binding. If there are substantial changes at expiration from 4 months after conclusion of a contract, for example rates of duty and taxes (excluded taxes from profit and fortune) or by foreign exchange-management or currency crises, which make a supply to the originally confirmed price unreasonable, PROCESS-INFORMATIK reserves itself the right to adapt prices of not-delivered goods. Supply contracts are effective only if they are confirmed in writing. The supply takes place on at the prices and conditions of the written confirmation of order. The prices are ex works 73116 Wäschenbeuren.

## 3. Dates of delivery

Dates of delivery are taken into account by PROCESS-INFORMATIK according to the delivery opportunities. In the case of default of delivery the orderer has the right to resignation under exclusion of further rights, after setting a period of grace. The right to resignation does not exist if PROCESS-INFORMATIK cannot keep the subsequent delivery period without getting into dept.

## 4. Transport

In all cases the danger will go over the orderer after dispatch of the goods. During return of the goods the orderer also takes the transport risk up to the arrival of the goods at PROCESS-INFORMATIK.

## 5. Terms of payment

Payments take place within 14 days starting from invoice date with 2% discount or within 30 days net without any deduction. Except from any discount are invoices for rent, repairs, customer service and service contracts which have to be paid within 10 days without any deduction. Starting from 11. and/or 31. day we reserve ourselves to compute interest on demands for purchase without reminder in accordance with § 452 BGB and § 353 HGB.

## 6. Warranty and liability

PROCESS-INFORMATIK ensures that the sold goods are free of material and factory defects at the time of the passage of the risk. Warranty claims are to be made valid within one year starting from the delivery of the goods. The obligation of warranty is from PROCESS-INFORMATIK - after their choice - limited to repair or substitution of defect goods. If the rework of replacement misses twice the orderer is entitled to make valid the legal warranty claims. The orderer commits himself to examine the supplied goods immediately after arrival. Does it show up an obvious defect, which is to be due to material or factory defects, he has to indicate these immediately and send the goods back to PROCESS-INFORMATIK, if the orderer is a merchant in the sense of the law, then this has to happen at his expense. Any warranty is excluded, if the orderer or a third makes changes of any kind or repairs at the goods or the goods are

treated inappropriately. Excluded from the guarantee are safety devices, batteries, ceramic and glass-technical elements and other consume material. Any liabilities from PROCESS-INFORMATIK going beyond it, alike from which legal reason, in particular also for indirect and sequel damages, is impossible unless, it been based on a violation of contract because of gross indeptedness for on the part of PROCESS-INFORMATIK. However in supply of used things the waranty and liability is excluded from PROCESS-INFORMATIK.

## **7. Reservation of proprietary rights**

PROCESS-INFORMATIK reserves expressly itself the property to the supplied goods up to the full payment of all demands which resulted or will result from business relations to the purchaser. The purchaser cannot acquire property at supplied goods by installation into other devices. As far as the supplied goods are processed before payment it remains in every process level also as finished goods property of the supplier. Every processing takes place for PROCESS- INFORMATIK. Reservation of proprietary rights in accordance with § 950 BGB is excluded because the orderer acquires the property for the supplier and only keep all the material for him. With installation in new goods by the purchaser PROCESS-INFORMATIK will become part owner at the new developed products in the relationship of the value of their goods to the along-used new goods. The products developed in such way are considered as reservation goods of PROCESS-INFORMATIK. The purchaser is entitled to the resale of the supplied commodity or the article developed from the processing at anytime revocably in the context of its normal business concern. In the interest of safety the purchaser already now surrenders to PROCESS-INFORMATIK all demands with auxiliary rights which are entitled to him from resale and the business relation to its customers in connection with resale in particular the property or joint property at the mixed articles or the new article. If proviso goods stand in joint property of PROCESS-INFORMATIK after installation or processing the goods have to be assigned. The purchaser is at any time revocably authorized and obligated to draft in the assigned demands. In so far PROCESS-INFORMATIK will release security, as their value of all demands which can be secured exceeds around more than 25%. Up to the complete payment the goods may neither be pawned nor conveyed without written agreement of the supplier. Does a resale takes place before complete payment indifferently whether unprocessed or processes so this may take place only under reservation of proprietary rights.

## **8. Regulation on exports**

The supplied goods are subject to German export control regulations. The purchaser is responsible for the adherence to the relevant regulations up to the ultimate consumer.

## **9. Customs papers**

In the context of the customs transactions the purchaser carries the responsibility for the correctness of the data given by him.

## **10. Place of performance and court of jurisdiction**

Place of performance and court of jurisdiction in the procedure of reminder is Göppingen as well as if the purchaser moves out of Germany after conclusion of the contract or his usual stay during complaint exaltation is unknown. Is the purchaser registered in the trade register as merchant, legal entity of the public right or public-legal special estate thus applies the court of jurisdiction is Göppingen without the restriction of the sentence 1. Price in € + packaging + transport + insurance + VAT.