

General:

All orders are conducted on the basis of our terms of delivery, unless we have agreed otherwise in writing with the ordering party. Orders are only considered accepted with our written confirmation, until which time our quotes are non-binding. Telephonic, telegraphic or verbal orders, amendments, etc., require written form in order to be valid. Orders are also considered accepted if we have delivered implicitly, provided the laws of the state where the ordering party resides do not stipulate written form. Catalogues, images, drawings, weight and content statements are only approximate and non-binding if they are not explicitly designated as binding. Apparent misunderstandings, spelling errors, and printing and calculation errors are not binding for us. Drawings, photographs, catalogues, brochures, etc., must not be duplicated or provided to third parties without our consent. We reserve the right to make technical alternations after acceptance of the order and confirmation, if we believe such changes are required and purposeful. The ordering parties confirm that the design drawings that they provide do not impede on third-party rights. Withdrawal from the order is only possible in exceptional cases and in agreement with the delivery plant, if the ordering party bears all expenses pertaining to the order.

Prices:

All prices are net prices ex-works (Helsa), excluding packaging, plus the applicable VAT.

In the event of considerable price increases, we are authorised to adjust our prices following formation of the contract. Pertinent to such price increases is price growth throughout the observation period beginning four months after formation of the contract, ending with the rendering of our service.

In particular, our prices may increase if the costs (based on the respective indices from the Statistisches Bundesamt) for aluminium (GP systematics 244224), wages (collective monthly and hourly wages across the German economy) and industrial goods (producer prices of commercial products) increase. The price is adjusted only according to the proportion of the respective index-bound costs in the agreed total price, and if these increases are not compensated by reduced costs in other areas. In the event of price decreases, the aforementioned regulations apply accordingly in favour of the ordering party.

We are also authorised to adjust the price if our providers, in particular for meters, meter heads, filters and pumps, significantly increase their prices during the observation period without us having any influence on this; in this event, we will transfer no more than half of this price increase to the ordering party.

General terms of delivery:

Pending explicit, deviating agreements, the FCA goods are delivered ex-works (Helsa) (Incoterms 2020).

Shipping and packaging:

If, in an individual instance, we tend to the shipping, we will ship at our discretion (pending deviating agreements), including with regard to the selected means of transportation, but without any responsibility for the most affordable freight costs. If and to the extent that we do tend to the shipping, we will also tend to the shipping insurance. We charge the packaging at cost. Credit for returned packaging only applies in the event of a special agreement.

Transfer of risk:

Unless explicitly agreed otherwise, the risk of transfer of the goods to the ordering party, courier or shipper transfers to the ordering party. This includes the export risk. For goods that do not reach delivery at the ordering party's behest, the transfer of risk is complete upon disclosure of readiness for shipping. This applies accordingly in the event that the ordering party defaults on acceptance. The ordering party bears the import risks.

Delivery deadline:

Unless explicitly agreed otherwise, the delivery deadlines that we have specified are non-binding. The delivery term begins no sooner than the date of our order confirmation, but not before clarification of all technical matters. Unforeseen circumstances outside of our control (e.g. disruptions to operations, delayed delivery by the subcontractor, defective goods in our or the subcontractors' facilities, strike, transportation difficulties or other circumstances of force majeure) extend the delivery term to an appropriate extent, including if they arise during any other shipping delay.

obligated to disclose this relinquishment. The ordering party is obligated to separately tend to the profits in the amount of our purchase price claim (escrow account) and relinquish them to us at our behest. We must immediately be notified in the event of third-party pledges in order to assert our rights. We will proportionally release claims relinquished to us accordingly if and to the extent that the ordering party pays toward our purchase price claim and the value of our collateralisation exceeds 150% of the collateralised claim. After full payment of the purchase price, the relinquished claims that have not been released are released.

Liability for defects:

The ordering party must immediately and fully inspect the product upon successful delivery and report any defects to us in writing within two weeks. The terms of § 438 BGB otherwise apply. Our liability for defects applies only to defects that were present during the transfer of risk and are ascertained and reported in writing with the reporting period, and is limited to the cost-free replacement of defective parts. Software, if present, is only subject to the liability for defects if it does not offer the functionalities necessary as per the contract. Third-party rights do not constitute software defects. With regard to software, our liability for defects is limited to those software errors that can be corrected by a simple update. The ordering party bears the costs of transportation or technical provision of the update. A contract suspension, reduction or claims to damages due to defects in the contract item are ruled out. The ordering party can only offset with uncontested or legally stipulated claims. Rights to deny service or rights of retention as per UN CISG against our claims are ruled out. Our liability for defects for vehicle structures applies only up to 10,000 driven kilometres for the structure (agreed consistency), and in these as well as all other cases including the liability for defects of defective software, no longer than 12 months after the transfer of risk. Any parts in need of replacement pass into our ownership. We are not liable for the ramifications of changes or maintenance by third parties if such is conducted without our approval. For external makes (e.g. chassis, components) delivered or installed by use, we are only liable to the extent to which the producers or preliminary suppliers are liable to us. We accept no liability for the parts provided by the ordering party, including chassis, regardless of whether they were obtained by the ordering party directly or via our mediation. Upon request we relinquish to the ordering party our claims to replacement or defects against preliminary suppliers. The ordering party is afforded no further damage claims or claims to contractual penalties. The aforementioned liability limitations do not apply to any liability on our part, including by third parties commissioned by us, for injury to life, body and health, for which we or third parties commissioned by us are culpable.

Payment:

Net payment is made before acquisition, but no later than three months after provision for acquisition. Receipt of the payment in our account is pertinent. Complaints do not justify postponement of the payment. In the event of delayed payment we are authorised to suspend the contract, or charge contract interest of the amount that has accumulated, but no lower than at 9 per cent points above the base interest rate. Bill of exchange and cheque payments are accepted at our discretion (pending discountability in the case of bill of exchange). The discounting and other expenses are charged to the buyer. The ordering party can only offset with uncontested or legally stipulated claims. Rights to deny service or rights of retention as per UN CISG against our claims are ruled out. Our representatives are not authorised to accept payments. If the delivery and/or export of the goods is temporarily impossible due to force majeure, including embargo, the ordering party's claim to fulfilment is ruled out. Payments already made are not reimbursed in these instances.

Place of fulfilment and jurisdiction:

place of fulfilment and payment is Helsa; the jurisdiction is Kassel. This also applies to bill of exchange and cheque payments.

Contradictory terms of purchase:

Our terms of delivery apply as agreed, including to orders subject to terms of purchase. Contradictory terms of purchase are non-binding.

Selection of applicable law:

The regulations of the UN CISG take priority with regard to this contract. If certain legal circumstances and/or legal matters are regulated neither between the parties nor in the CISG, German law additionally applies to the exclusion of German private law.

Retention of ownership:

All of our deliveries are rendered solely subject to retention of ownership until full payment of the purchase price along with redemption of any bills of acceptance and additional claims. The retention of ownership also applies in the event of ongoing billing to secure our account balance claim. It also applies if the purchase price for specific goods denoted by the ordering party has already been paid, unless all of our claims from deliveries and additional services have been repaid. The processing of goods delivered by us and still subject to our ownership is always conducted for us without resulting in any liabilities. If our deliveries subject to retention of ownership are mixed or bundled with other items, we obtain co-ownership of the new object proportional to the value of the good subject to retention (end invoice amount including VAT) to the other processed items at the time of processing. If such a mixture or bundling does not grant us, but rather the ordering party, rights of ownership or co-ownership of the new object, the ordering party hereby cedes such rights to us and maintains them with due care. We accept this relinquishment. If the ordering party sells our deliveries subject to retention of ownership, no matter the state they are in, the ordering party hereby cedes the claims against the purchaser stemming from the sale to us in the amount of our respective purchase price claim. At our behest the ordering party is