

General Conditions of Purchase and Delivery



to the use opposite:

- People who complete the contract in the exercise of their commercial or self-employment
- Legal entities of the public right and public special estates

I. General

1. These conditions are all supplies and services, as well as separate contractual arrangements underlying. Deviating conditions of purchase order acceptance are also not part of the contract, they are expressly rejected.
2. The contract is, as far as no special agreement was concluded upon written confirmation by the stirrer-Precision GmbH (hereafter PRG). This is also relevant to the scope of delivery. Supplements and changes are only valid if the written confirmation of the supplier.
3. Developing cost estimates, drawings, samples and other information of a physical or non-physical kind, including in electronic form, PRG retains ownership and copyright. They may not be disclosed to third parties. PRG is committed to disclose information and documents identified as confidential by the customer only with its consent to third parties.

II. Price and payment

1. Unless otherwise agreed, prices are ex works including loading at the plant, but excluding packaging and unloading. Prices are subject to sales tax at the statutory rate.
2. Unless otherwise agreed, the payment without any deduction á condo to be done, as follows:
 - 1/3 Payment after receipt of order confirmation
 - 1/3 when the customer is informed that the main parts are ready for dispatch,
 - the balance within one month after the passing of risk
3. The customer has the right to withhold payments or offset with counterclaims only in so far as his claims are undisputed or legally.

III. Time of delivery

1. The delivery time is based on the agreements of the Parties. Compliance by PRG requires that all commercial and technical issues have been resolved and the customer has met all his obligations, such as the provision of the necessary regulatory approvals or the performance of an advance payment. The delivery time is extended reasonably, if these conditions are not met. This does not apply if PRG is responsible for the delay.
2. The compliance with the delivery time is subject to correct and punctual delivery. Should emerge in this regard delays, PRG shares immediately inform.
3. The delivery time is met if the object has left until the end of the work of the PRG or the shipment has been reported. f acceptance is made to the acceptance date shall prevail, except when justified refusal, or alternatively the notification of readiness.
4. Unless the buyer is responsible for reasons that delay the delivery or acceptance of the delivery item, he will be one month after the delivery or acceptance, the calculated costs incurred by the delay.
5. If the failure to meet the delivery time due to force majeure, labour disputes or other events to which the supplier has no influence, then the delivery time is extended accordingly. The circumstances PRG shares with the buyer immediately.
6. If PRG is into arrears and the customer suffers a loss; he is entitled to claim lump sum compensation. It amounts for each week of delay, 0.5%, not to exceed 5% of the value of the portion of the delivery which cannot be used on time or according to contract.

IV. Transfer of perils

1. The risk passes to the buyer when the goods have left the factory. This also applies if partial deliveries or other services, especially shipping, delivery or installation has been affected by PRG. The risk is passed on acceptance, unless this has to be made. The acceptance must be conducted on the acceptance date, or alternatively, after notification of readiness and must not be refused by the customer due to the existence of an immaterial defect.
2. If the shipment or acceptance is delayed due to circumstances, the PRG is not responsible; the risk is transferred on the day of notification of the delivery or acceptance. PRG is committed at the expense of the purchaser to complete the insurance requested by this.
3. Partial deliveries are allowed, unless reasonable to the purchaser.

V. Title retention

1. PRG reserves the title to the goods until all payments are made from the business relationship with the customer.
2. PRG is entitled to insure the goods delivered to the customer's expense against theft, fire, water, breakage and other damage, unless this is proven by the purchaser already.
3. If the buyer defaults on payment, PRG is entitled to demand taking the goods again on the inventory. PRG may also take possession of the goods, without being previously withdrawn from the contract. The purchaser now allows PRG for this case, to enter his premises and take possession of the goods again. The same applies when submitting the affidavit of the purchaser or in the case of an application to open insolvency proceedings.
4. For confiscations, distraints or other act of intervention by third parties, the buyer is obligated for instant display against PRG.
5. The purchaser is entitled to resell the goods in the ordinary course of business. If he does, he hereby assigns to the redemption of all PRG from the mutual business relationship with any monies owed to him from claims arising from the sale to his clients and all ancillary rights to PRG. The purchaser is authorized to collect receivables. The authorization may be revoked in the event of late payment. At the request of the PRG buyer is then obligated to disclose the assignment PRG all his customers and to hand over to collect the necessary documents.

VI. Liability for scarcities of delivery

Concerning material defects:

All parts are to charge at the discretion of PRG or replace free of defects, which occurred before the transfer of risk circumstance prove to be defective. The discovery of such defects must be reported immediately in writing to PRG. Replaced parts become the property of PRG.

To carry out all improvements and replacement deliveries which PRG deems necessary, the Buyer shall communicate with PRG for the necessary time and opportunity; PRG is otherwise exempt from liability for the consequences. Only in urgent cases of danger to operational safety or to prevent excessive damage, whereby PRG is to be notified immediately, the purchaser has the right to rectify the defect himself or have it remedied by third parties and to demand replacement of the relevant expenditures by PRG.

Of the costs incurred by the repair or replacement costs directly contributes PRG - if the complaint proves to be justified - the cost of the replacement item, including shipping. PRG also bears the costs of removal and installation and the costs of any necessary provision of fitters and helpers, including travel expenses, unless this would impose a disproportionate burden.

The purchaser has under the statutory right to rescind the contract if PRG - taking into account the statutory exceptions - a reasonable deadline for the repair or replacement can pass due to a material defect. If only a minor defect, the buyer shall only be entitled to reduce the contract price. The right to reduce the contract price shall be excluded.

No warranty is given in the following cases:

Unsuitable or improper use, faulty assembly or commissioning by the customer or third party, natural wear, faulty or negligent handling, improper maintenance, improper operating material, improper construction works, improper building ground, chemical, electro-chemical or electrical influences - if they are not the responsibility of PRG.

6. If the customer or a third party, there shall not be liable for any consequences PRG. The same applies to the supplier without prior approval any changes to the delivery item.

Concerning defective of titles:

7. If the use of the delivery to the infringement of intellectual property rights or copyrights in the country, is PRG shall, at their cost to the purchaser the right to further use or supply item in an acceptable way to the Purchaser that the copyright infringement no longer exists.

If this is not commercially reasonable terms or within a reasonable period, the purchaser is entitled to rescind the contract. Under the conditions mentioned PRG is also a right to withdraw from the contract.

In addition, PRG indemnify the purchaser against undisputed or legally established claims by the respective copyright owners.

The obligations of PRG mentioned in section VI. 7 are subject to section VII.2 for the event of protection fault or copyright infringement. They exist only if

- the customer immediately informs PRG of asserted patent or copyright infringement,
- the purchaser reasonably extent PRG in adequate circumstances in the defence of such claims respectively allows PRG to carry out the modifications as outlined in section VI,
- all defensive measures, including out-of-court settlements remain to PRG,
- the defect is not based on an instruction of the customer and
- the breach was not caused by the fact that the purchaser has arbitrarily modified or used in a non-contractual manner.

VII. Liability

1. If the object of delivery through the fault of PRG result of neglect or faulty execution before or after the contract proposals and advice or by the violation of other contractual obligations-particular instructions for operation and maintenance of the delivery item - the customer cannot be used according to contract, excluding any further claims by the purchaser, the provisions of Section apply on ensuring warranty.
2. For damages not caused to the item itself, PRG is liable - on whatever legal grounds whatsoever-only

- a. with intent,
- b. gross negligence of the owner / corporate officer or executives,
- c. culpable violation of life, limb, health,
- d. on defects that he fraudulently concealed or whose absence he guarantees,
- e. on defects in the delivered goods insofar as liability under product liability law for personal injury or property damage to privately used objects.

In case of culpable violation of essential contractual obligations PRG is also liable for gross negligence of non-executives, and ordinary negligence, in the latter case limited to the typical, reasonably foreseeable.

Further claims are excluded.

VIII. Limitation period

All warranty claims shall expire in 24 months. For claims for damages according section VII. 2. a-e, the statutory deadlines are valid.

X. Jurisdiction

For all legal relationships between PRG and the purchaser the applicable law of the FRG is valid. Jurisdiction is the seat of the court of PRG.