

Conditions of Sale and Delivery

D + P, Dossier- und Prüftechnik GmbH, Emil-Eigner-Straße 3, DE 86720 Nördlingen

1. Validity

We agree our delivery contracts exclusively on the basis of the following sales and delivery conditions.

Discrepant conditions, particularly in the general conditions of trade, shall not become a constituent part of the contract without our express agreement.

Our current conditions of sale and delivery are also valid for subsequent delivery contracts without this requiring specific notice of their validity.

2. Offers

Our offers are subject to confirmation and non-binding. Enclosed drawings and other technical documentation remain our property and for our exclusive use and disposal. In the event that no order is made we are entitled to demand the return of the offer documentation.

We will make every effort to achieve the highest level of precision for dimensions and weights, illustrations and description. This information is, however, only binding for the execution if it is expressly confirmed as binding when the contract is agreed. Gross weights and box dimensions can only ever be provided as approximate values.

3. Agreement of the contract, additions and modifications

A contract can only be agreed upon after we have accepted the order in writing. This is also true if the order is preceded by an offer from us. Our acceptance is essential for the type and scope of the agreed services and for the orderly execution of the contract.

Item 2 is correspondingly valid for dimensions and weights, illustrations and descriptions.

Modifications and additions to the contract require our written confirmation in order to be effective.

4. Prices

Our prices are net (plus statutory VAT) ex factory. They do not include the cost of packaging, shipping and insurance; these costs will be invoiced separately.

5. Payment conditions

Invoices for wage labour are due for immediate strictly net payment. Other invoices are due for payment within 10 days of receipt with 2% discount or within 30 days strictly net.

Acceptance of bills of exchange or cheques is at our discretion. Acceptance is always only for payment. The customer shall pay costs and expenses of the collection. Bills of exchange or cheques do not count as cash payment.

Offsetting is only permitted with unchallenged or legally determined claims.

In the event of a substantial worsening of the pecuniary circumstances of the customer that occurs or becomes recognizable after the contract is agreed and that gives cause for concern that the fulfilment of contractual obligations is at risk, we are entitled to refuse the services for which we are responsible until securities are paid on all open claims on the customer.

6. Delivery deadlines, delivery dates

Delivery dates and deadlines are always approximate. Our obligation to deliver shall be in abeyance as long as the customer is defaulting on the fulfilment of a liability owned to us.

Acts of God, unforeseen events whose occurrence or duration we can either not foresee or influence (in particular procurement, employment, manufacturing or delivery failure by ourselves or our suppliers), release us from our obligation to deliver for the duration of the failure and a reasonable preparation period – even during an existing default - in so far as the failure was not caused by intent or gross negligence on our part.

7. Assumption of risk

The risk is transferred to the customer or to a transport person once readiness for shipping is reported or at the latest once the goods leave the factory, even if freight payment is agreed.

8. Packaging

Packaging is charged at cost and will not be taken back. The customer assumes obligation for correct disposal.

9. Retention of title

We retain the ownership of all systems and goods we deliver until the customer has fulfilled all claims from the business relationship with us,

including claims from earlier or later agreements. Cheques or bills of exchange are only valid as payment following successful redemption.

The customer is entitled to process or sell our goods within the framework of orderly business. This entitlement is cancelled if insolvency proceedings are instituted on the customer's assets, the customer submits a statement under oath in accordance with § 807 ZPO (civil process act) or the customer has serious payment difficulties.

In the case of onward sale – with or without processing – the customer herewith transfers to us the purchase price claims he is entitled to from the onward sale amounting to a proportion of the value of our retention of title goods; we herewith accept this transfer.

The customer is obliged to inform us immediately in writing of foreclosure proceedings that include our systems and goods and/or ceded receivables. The same is valid for other claims made by third parties in relation to these objects.

If the customer defaults then we are entitled to demand the immediate return of the retention of title goods without this constituting withdrawal from the contract. The transfer is only carried out in order to secure our claims; the customer remains obliged to fulfil.

10. Guarantee

Defects in the delivered goods that are obvious at delivery must be reported to us in writing within a period of 10 days after delivery. Other defects must be reported to us in writing within a period of 10 days after their discovery.

For defects that are reported before the given deadlines we shall fulfil our guarantee obligations by a method of our choice

- By repair
- By replacement delivery.

In the event that the replacement delivery or repair are unsuccessful the customer retains the right to demand reduction or withdrawal in accordance with the statutory regulations; this presumes a reasonable number of repair attempts/replacement deliveries that have not been successful.

Failure to provide a promised attribute is equivalent to a defect; the right of the customer to demand compensation in accordance with the statutory regulations remains unaffected.

The customer's claims for defects lapse in 12 months after the date of acceptance.

11. Limitation of liability

Compensation claims – for whatever legal reason – based on defects in our deliveries or services because of failed repairs or replacement goods or because of infringement of other contractual or pre-contractual obligations of any kind are not permitted. This is also valid for liability based on claims from outside the contract, particularly for unauthorized actions. This exclusion from liability is cancelled if we are charged with intent or gross negligence or if the liability for promised attributes. The exclusion from liability is also cancelled if we are charged with the culpable infringement of important contractual obligations (main obligations).

Liability is, however, always limited to compensation for damage that we would have to have foreseen at the time the contract was agreed because of conditions of which we were aware of as a possible consequence of contractual infringement (damage typical for the contract). Compensation for lost profit is not permitted.

All liability limitations are valid to the same extent for subcontractors and vicarious agents.

This regulation does not affect liability for product damage in accordance with the law on product liability.

12. Final conditions

The place of fulfilment for all contractual parties is Nördlingen (FRG).

The court of jurisdiction for all disputes is Nördlingen.

The contractual relationship is subject to German law with the exclusion of the UN contract on the international sale of goods (CISG).

In the event that one condition in these conditions of sale and delivery is or becomes invalid this shall not affect the validity of the remaining conditions.