

1. Validity of the sales conditions

Our general terms and conditions shall exclusively apply. Other business conditions shall not become subject matter of the contract, even if we do not explicitly express our objection to same.

These conditions shall not apply to legal transactions with clients who are consumers in the sense of 13 BGB (German Civil Code).

2. Purchase price

All price offers are subject to confirmation. They are net prices and apply ex location of the object to be delivered. Legal VAT alterations lead to a corresponding increase of gross prices.

Transport costs, particularly transport insurance and any customs duties shall be borne by the client.

A contract only results by means of written acceptance by us. Supplements, amendments or side agreements made by telegraph, telephone or oral means require our written confirmation in order to become effective.

3. Payment method / Damages

Irrespective of par. 9) item f) [reservation of proprietary rights] the following apply:

a) Payments must be made exclusively to us (registered office of the company) at the risk and cost of the buyer.

Representatives, employees or deliveries of goods, invoices or similar, are only authorised for collection if a corresponding written authorisation is presented.

b) In case of default, default interest to the amount of 8% above the respective base interest rate of the European Central Bank must be paid.

The right to claim any possible more extensive default damages is reserved. The client shall be allowed to present proof of lower damages. We may set off against a down-payment.

c) The client shall not be entitled to set off; the only exception being the setting-off against an undisputed or legally established claim. The buyer is not entitled to retention.

d) The buyer must pay a down-payment of 10% on the purchase price.

If after conclusion of the contract we are given negative information regarding the financial situation of the buyer, we are entitled to demand down-payments up to the amount of the total purchase price. Delivery by us only takes places when the purchase price has been paid.

e) If the client is unable to pay the full purchase price, we are entitled, after the fruitless expiration of a set, reasonable period, to withdraw from the contract and to demand damages on the ground of non-performance to the amount of 10% of the purchase price.

The client shall be allowed to present proof of lower damages. The right to claim any possible more extensive damages is reserved.

If a fixed date has been agreed for payment or a payment deadline has been set forth, this represents a fixed transaction, as we calculate with these incoming payments. In this case there is no necessity to set a deadline. The object can immediately be sold otherwise.

10% of the purchase price must be paid as damages on the grounds of non-performance.

The client shall be allowed to present proof of lower damages. The right to claim any possible more extensive damages is reserved.

In particular we are entitled to set off already received payments against our claims.

4. Sale of foreign objects

If any object sold by us that is not in our possession, should

a) Not at all be available (destroyed / lost or not supplied by the proprietor) and if we are unable to accept responsibility, the client must be immediately informed. We are then entitled to either deliver a similar product or to withdraw from the contract. In case of withdrawal, already

received payments and services must be returned without delay.

b) not be available on time, as we ourselves were not supplied on time and are therefore not responsible for this delay, the client is only entitled to withdrawal after the fruitless expiration of an appropriate period.

Claims of the buyer are excluded in cases a) and b), unless there result from intent or gross negligence on our part. If the non-compliance with an agreed delivery date is a result of circumstances for which we are not responsible (force majeure, strike or similar) we are entitled to withdraw from the contract, if the situation causing the non-compliance with the delivery date cannot be remedied within a period of two weeks. Damage claims of the buyer are excluded in all cases; our liability for intent and gross negligence remains unaffected.

5. Dispatch / Transport – Non-liability

Each type of dispatch desired by the buyer takes place at his/her own cost and risk. Damage claims against us resulting from transport (due to loss or damage of the purchase object or delayed delivery) are excluded. If transport is carried out by our own staff, we only accept liability for intent and gross negligence.

In case of delayed acceptance by the buyer, he/she shall pay or reimburse corresponding storage costs.

6. Non-warranty

In case of the delivery of used goods, liability for defects is generally excluded, unless we have granted a warranty for a certain condition of the object or if a defect has been fraudulently concealed.

The exclusion also does not apply if personal damage is incurred or if we or a leading subcontractor should commit a gross fault resulting in other damage. We do not assume liability for gross faults of secondary agents.

7. Quality agreement

For the individual case that a general warranty exclusion does not apply, because another agreement has been concluded (quality agreement), the following apply

a) Recognisable defects must be claimed within a week after receipt of the purchased goods. The deadline is met upon submission to the postal service (registered post)- Other defects must be claimed immediately after detection, at the latest within 14 days after receipt of delivery. Defects of part of a delivery do not authorise the objection to the entire delivery.

b) In case of justified objection we are entitled to carry out amendments or substitute deliveries at our disposal. Conversion or reduction by the buyer is only permissible if amendments or substitute deliveries have not been successful. Damage claims are excluded; liability for intentional or gross negligent conduct, also of subcontractors and the liability for guaranteed properties shall remain unaffected.

c) The buyer must upon our request accept or have the purchase object accepted on site.

In this case notice of defects can only be based on defects established and reserved during this process, unless there is a concealed defect.

If the buyer does not have an acceptance carried out within the set period, the purchase object shall be deemed to be free of defects and compliant with conditions.

8. Technical details

All technical details regarding the condition, age or capacity of the device are made to the best of knowledge. They are, however, only to be understood as approximate information and do not constitute a quality agreement, unless the information are explicitly declared by us to be guaranteed properties in writing.

9. Reservation of property rights

a) Each delivered device remains our property until full payment of all outstanding amounts (including auxiliary receivables) has been received from the buyer from the business relationship – if a current account is held until the account is balanced. Resale is only permitted for usual business and only on condition that the buyer reserves ownership until the full purchase price has been paid by his/her buyer. All rights, particularly the outstanding claim of the buyer against his customer from the passing on of the reserved goods shall already be transferred to us. The transferred claim is intended as security only to the amount of the total of objects delivered by us.

b) The buyer is authorised for the collection of the claimed amount from the resale despite the transferral. Our direct debit authorisation remains unaffected by this direct debit authorisation. We commit ourselves not to collect the claim ourselves, as long as the buyer properly meets his payment obligations towards us. Upon request, the buyer must name the debtors of the transferred claims and provide information on the amount and balance of the claims.

c) We commit ourselves to release the securities due to us according to the above stated provision if their value exceeds the claims to be secured by 25%. A release of delivered reserved goods only takes place after these goods have been fully paid for.

d) As long as proprietorship of the reserved goods has not yet been transferred to the buyer, we have the right or proprietorship of the vehicle registration document or the corresponding document of other countries (vehicle registration documents, also trailer documents). The buyer is obliged to submit a written application to the vehicle registration department that (in case of par. 4 of these provisions: the proprietor) the vehicle registration document (registration documents resp. trailer documents) is/are handed over to us. The buyer must keep the reserved goods in a proper condition at all times, necessary repairs must be carried out immediately and the goods must be sufficiently insured against damage and loss. In order to establish the respective state of the reserved goods, the buyer must allow us at any time to inspect and test the device or to have it inspected and tested by an expert.

e) The buyer is obliged to immediately inform us by registered post of any intervention of third parties with regard to the reserved goods. (e.g. legal enforcement).

f) If the buyer should be in default of his/her payment obligations or with the performance of any other contractual obligation for longer than two weeks, the entire purchase price still remaining to be paid shall be due immediately. This also applied in case of the presence of B/E with a later maturity.

10. Transfer of risk

All dangers and risks (for own damages and damages to third parties) are transferred to the buyer upon handing over of the object. If assistants are employed (fitters, drivers or crane drivers, for example, for the operation or instruction on the operation of the equipment), any liability for the faults of these assistants (secondary assistants) is excluded.

Our liability for intent and gross negligence remains unaffected.

11. Product liability insurance

A liability according to the product liability law is not affected by the above stated provisions.

12. Choice of law /place of jurisdiction / place of performance

German law shall apply, independently of the nationality of the client (contractual partner) and the place of conclusion of the contract, the provisions of par. 29 EGBGB (introductory Law to the German Civil Code).

The place of performance and the place of jurisdiction for all legal disputes pertaining to this contract is Marl.

13. Severability Clause

If a provision of these general terms and conditions is ineffective or null and void, the validity of the remaining provisions shall remain unaffected. In this case an agreement must be concluded that is as close as possible to the intended economical purpose of the invalid provision.