



General terms of delivery and payment (GTDP)

I. Application

For the receipt and execution (delivery) of orders, our general terms of delivery and payment exclusively apply; given that there are no individual agreements met in a single contract. As long as no individual agreements for a contract are made and /or our GTDP include no other regulation, the legal requirements do apply additionally. Deviating conditions of the purchaser (oderer) only apply if we particularly acknowledge them in written form, upon receipt.

II. Order receipt, delivery contents

- 1.) Our written order confirmation is applicable for the acceptance and execution of orders. As long as, exceptionally, it is not on hand at all or with delay, our quotation is applicable given a previous terminable quotation with acceptance at due date is submitted.
- 2.) Quotations without limited note of validity are to be seen as subject to confirmation.
- 3.) Amendments and subsidiary agreements, especially concerning the extent and subject of the order, are only legally effective if we acknowledged them in written form.
- 4.) Catalogues, respectively brochures and documents such as images, drawings, usage indications etc which we attach to our quotations and/or order acknowledgements are only binding given that we particularly call or recognize them as binding. Apart from that, the individual regulations of the scope of services in the contract are of priority.
- 5.) Official authorizations, especially for the set up and operating of our plants and machines at the orderers premises, should they require certificates of the MOT, confraternity etc, are to be obtained by the orderer. We supply necessary information upon respective requests, as far as they concern the plants and machines built and delivered by us.
- 6.) Protection measurements and safeguards, as far as they apply to the security of the deliveries or services, are considered to the extent which the law requires or as far as it is particularly agreed. Deviations are acceptable, given the same security is assured in another way.

III. Prices

- 1.) Prices are in EURO and apply, as long as not otherwise agreed, ex works, packaging not included, loading and shipping charges.
- 2.) Necessary or desired packaging will be charged by us on original cost basis and not reclaimed.
- 3.) Prices do not include value added tax.

IV. Invoicing and payment

- 1.) If no different payment term was agreed in the contract, payments are due without deduction, free our point of payment. Unless otherwise agreed and confirmed in written form by us, our invoicees are due for payment as follows:
14 days from date of invoice, net.
- 2.) In case the agreed payment term is exceeded, we will – under reserve of the enforcement of other rights – charge a default interest at the amount of the interest rate of our house bank for overdrafts; starting at the time of receipt of our first reminder. Apart from that, we are entitled to claim advance payments for given orders or orders to be received. The orderer does not have the right to hold back payments due to any other demands or to charge them up against each other – as far as these other demands are not undisputed or legally recognized/decided.



V. Date of delivery

- 1.) The written stipulation in our order confirmation is significant for the period of delivery. However, the period of delivery does not start before the day when a written agreement for all significant matters in the order is available. Should the orderer have to provide files, permissions, releases or other obligations, our observance of the delivery period requires that those information is provided, respectively effected by the orderer on time.
- 2.) Provided that these requirements are not met, the delivery time will be properly extended
- 3.) Our delivery period is observed at the time that the ordered units leave our company within the delivery period or we sent the shipping advices to the orderer. As far as the set-up of the units and / or plants is included in our scope of services the delivery period is observed, given the set-up is completed within the delivery period.
- 4.) Incidents which are unpredictable when fixing the delivery period (with due diligence in traffic), such as acts of God, strikes, lock-outs, interruption of operations etc.; no matter whether they occur at our premises, at the premises of our subcontractors, during transit or at the set-up at the orderers premises, do not lead to a delay in delivery but to an extension of the delivery period. Contractual penalties are to be strictly agreed when placing the order. Such an agreement requires our written confirmation.
- 5.) Should the orderer wish - upon our notice that the units are ready for despatch - to delay the delivery at due date, we are entitled, upon setting an appropriate final deadline, to claim warehouse charges at the amount of 0,5 % of the invoice amount per month from the orderer.
- 6.) In order to meet the delivery date on our side, the orderer has to meet his obligations.

VI. Retention of title

- 1.) Delivered goods remain our property until complete payment is effected.
- 2.) In case the orderer resells the goods delivered by us – no matter in which condition – he is obliged to inform his customer about our retention of title and to indicate that only the expectant right on the acquisition of ownership can be transferred. The orderer already gives up claims and rights to us at this point, no matter if the goods subject to retention of title are sold without or according to an agreement. The orderer has the right to collect these claims after the transfer also. Our right to collect the claim ourself remains unaffected, but we commit ourselves to not collect the claims as long as the orderer does keep to his payment commitments
- 3.) A processing or transmutation of the goods under retention of title will always be done for us by the orderer. In case the goods under our retention of title is intermixed with other objects not belonging to us, we are gaining the coparcenary of the new object, proportional to the value.
- 4.) We commit ourselves to release assurances entitled to us to the demand of the orderer, as far as their values do not exceed the claims to be assured; as far as they have not been settled yet, by more than 25 %.
- 5.) During the period of the retention of title, the supplier may insure the goods (at the orderers expense) against risks like damages of fire, water and breakage – given the orderer demonstrably has not covered insurance at his expenses.

VII. Transfer of risk

- 1.) As soon as the ordered goods leave our works or warehouse the risk will be transferred to the orderer. This also applies in case we organize the shipping – no matter if carriage paid or unpaid. This also refers to part deliveries.
- 2.) Should the orderer wish so, we will insure the consignment, if possible, against damage, damage in transit and by fire as well as against theft.



VIII. Warranty and notices of defects

For deficiencies at our machines and plants according to § 459 ff BGB – also for those missing specifically assured features – we are liable under exclusion of further claims (especially under exclusion of a claim for damages which have not occurred at the delivery item itself) as follows: The warranty period is, as far as not otherwise agreed in written form:

- 1.) 12 months upon delivery for standard vacuum components and plants.
- 2.) 12 months upon commissioning of production- and special plants, but not later than four weeks upon completion, respectively delivery, given that these are used in a single-shift operation by the orderer or his customer. The warranty period amounts to 6 months for two-shift operations or multi-shift operations.
- 3.) All those parts are to be repaired, exchanged, or newly delivered according to our decision, which are – within the agreed warranty period - provably unusable or have a vitiated serviceability, caused by a circumstance before the transfer of risk, especially because of misconstruction, bad ingredients or poor execution. As far as concerning machines and plants that we obtained from subcontractors, we are entitled to grant warranty in that way that we assign our warranty claims towards the subcontractor over to the orderer.
- 4.) The orderer is obliged to immediately examine the machines and plants as well as their parts upon our delivery and to notify us about found deficiencies by return. Should a claim be revealed later on within the warranty period the orderer has to notify us immediately upon its discovery. Should an examination and notification be missed in the a. m. cases, the warranty claims expire. In case of hidden damages, we only grant warranty given the notification is effected within 6 months after transfer of risks. The notification of damages must be effected in written form in all cases; significant for the adherence to the time limit is the approved date of postal receipt.
- 5.) We will take over expenses for labour and material needed for reworks, exchanges or new deliveries within the warranty period. Transport costs as well as travel costs of our installation staff (especially fares and expenses, expenses for overnight stays and subsistence expenses), referring to reworks, exchanges or new deliveries are on the account of the orderer; unless these costs are disproportionately high compared to the value of the machines and / or plants delivered by us.
- 6.) The warranty does not include all parts which are subject to an early abrasion due to their chemical constitution, such as v-belts, sealings (o-rings, sleeves, packages, vibration absorbers/elements, compensators), lamps, fuses, filaments, heaters, oils, fats, grease.
- 7.) Our warranty ceases in such case where the orderer or its customer execute changes, repairs or repair attempts themselves or instruct persons that are not given order or have been authorized to execute such works.
- 8.) Exchanged parts become our property.
- 9.) Concerning the parts that were reworked on, exchanged or newly delivered within the warranty period, we are liable for the original delivery item to the same extent and only until the termination of the warranty period applying to the original delivery item.
- 10.) We have an appropriate time available in order to fulfill our warranty obligations through rework, exchange or new delivery according to the a. m. regulations. The orderer is obliged to cooperate to the necessary and reasonable extent, especially not to disturb our reworks and exchange works.
- 11.) Should, in spite of an extra time granted to us by the orderer, the reworks or replacement fail, the orderer may claim a reduction. The entitlement of conversion expires, unless the orderer is not a merchandiser according to § 24 of the AGB-law.



IX. Impossibility of delivery

In case we cannot execute the agreed delivery the general legal requirements apply; but providing that damages due to nonperformance cannot be claimed and consequential damages cannot be pled.

X. Miscellaneous

- 1.) Drawings, sketches, samples and other files like provided tools and other aids provided by us remain our property and are to be returned to us without notice (if no other individual agreement has been made), upon our performance of services. The orderer especially has no right to pass on such information and instruments to third party. The same applies in case we handed out such information when negotiating contracts and a signing of a contract remains undone.
- 2.) Should individual or several of these general terms of delivery and payment be or become ineffective or unsound, the application of the others will not be affected.

XI. Place of delivery and legal domicile

- 1.) Legal domicile for our services is 35102 Lohra, should no other agreement be made.
- 2.) Legal domicile is, as far as the orderer is a merchandiser and does not belong to the contractors according to § 4 of the code of commercial law, Marburg/Lahn or to our choice the domicile of the orderer or another legal domicile. The same applies for corporate bodies under public law or fund assets subject to public law as orderer, or in case the orderer does not have a general inland legal domicile

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