

General Terms and Conditions of Sale for Goods and Services from STEAG Technischer Service GmbH

I. General

1. Our present and future business relationships with our customers shall be governed by the individual contractual agreements set down in writing and our Terms and Conditions below.
2. Any additions to and deviations from the Terms and Conditions below shall expressly require our written consent.

II. Bids and conclusion of contracts

1. Our bids shall in all cases be without engagement unless expressly designated as binding. Orders shall only be deemed accepted when acknowledged by us in writing or when we have commenced work on them.
2. Additions or amendments to the contract or to these Terms and Conditions shall also only be effective when acknowledged by us in writing.
3. We reserve our rights of ownership and copyright to cost estimates, drawings and other documents. They may not be made accessible to third parties unless we have previously expressly authorized the customer in writing to do so.
4. For electronic material, the stipulations of the German Association for Electrical, Electronic & Information Technologies (VDE) shall apply.
5. The scope and technical properties of our goods and services shall be determined by the written statements in the customer's order and our acknowledgement of order, to the extent that these do not deviate from each other. Should there be only minor deviations between the order and acknowledgement of order, our acknowledgement of order shall apply exclusively unless the customer objects to the contents of our acknowledgement of order in writing no later than on the fifth working day following the date of our acknowledgement of order.

III. Prices and payment

1. Prices are stated net, subject to value added tax at the statutory rate, ex-works and excluding packaging. Our invoices are payable net within 30 days. Should the purchaser default on payment, the provisions of the law shall apply. Should we be able to demonstrate greater damages resulting from such default, we shall be entitled to require compensation in that amount. The customer shall however be entitled to demonstrate to us that we have incurred no loss or damage, or less loss or damage, as a consequence of the default in payment.
2. The customer shall only be entitled to set off counter-claims when these are recognized by declaratory judgement, undisputed or accepted by us. Furthermore, the customer shall be only entitled to exercise a right of retention to the extent that its counter-claim is based on the same contractual relationship.
3. Should the cost factors which are decisive in pricing increase (these being in particular but not limited to the costs of wages and salaries, materials, fuels and consumables and freight), we shall be entitled to adjust the price accordingly.

IV. Delivery periods

1. If a delivery period is agreed, it shall commence with our acknowledgement of order and after the customer has supplied all necessary documents. We undertake to comply with agreed delivery periods to the best of our ability. Delivery periods shall in any case be prolonged by those periods in which delivery of the goods and services cannot be made as a result of disruptions to operations beyond our control, unforeseen unavailability of labor, delays by suppliers or force majeure, unless a commercial transaction to be settled on a fixed date has been agreed. This shall also apply if the above circumstances occur at sub-suppliers. Cases of force majeure shall include but not be limited to floods, war, riots, strikes and lockouts, laws, orders by the authorities and similar cases which are beyond the control of the contractual parties.
2. Should we fail to effect delivery within the agreed period for reasons within our control, the purchaser is to declare within a period of two weeks from the start of such default whether he wishes to be supplied, to withdraw from the contract or to claim damages in lieu of performance. Should he fail to make such a declaration within the period stated above, he shall only be entitled to require supplementary performance. The limitation of liability set out in paragraph 1 above shall not apply when the default is due to intent or gross negligence or to breach of a material contractual obligation. It shall also not apply when a commercial transaction to be settled on a fixed date has been agreed.
3. A delivery period shall be deemed fulfilled when the goods and services have left our business premises by the end of the period.
4. If delivery and performance are delayed by the customer, the customer will be charged the costs incurred for storage, and no less than 3% of the invoice amount for each month, starting one month after readiness for dispatch.
5. Excess quantities and shortfalls of up to 10% of the quantity ordered shall not be a reason for complaint. The remuneration shall be adjusted by the corresponding percentage. Partial deliveries shall be permissible.

V. Transfer of risk

- The risk shall be transferred to the customer no later than on dispatch of the goods or performance of the service. Should dispatch be delayed for reasons beyond our control, the risk shall be transferred to the customer or its representative at the time of readiness for dispatch of the separated goods and services. The consignment will be insured on dispatch against theft, breakage, fire, water and other damage and risks on request by the customer and at its cost.

VI. Liability for defects

1. The customer's warranty rights shall be dependent on the customer having reported a defect found without delay and/or having properly complied with its obligations to inspect the goods and report defects as set out in Section 377 of the German Commercial Code (HGB). When charges are based on dimensions, quantities and weights, the dimensions, quantities and weights noted on dispatch shall be decisive.

2. Where there is a defect in the object supplied, we shall be entitled at our own option to rectify the defect or supply a replacement.
3. Should we be unwilling or unable to rectify the defect or supply a replacement, or should such rectification or replacement be delayed beyond a reasonable period for reasons attributable to us, or should the rectification of the defect or replacement delivery fail in any other way, the customer shall at its own option be entitled to withdraw from the contract or reduce the purchase price accordingly.
4. The limitation period for claims shall be 1 year, counted from the time of transfer of risk.
5. Should the customer default on acceptance or infringe other obligations to assist, we shall be entitled to compensation for the losses or damages we have incurred including any additional expenditure for storing the object to be supplied. In this case, the risk of accidental destruction or accidental deterioration of the object to be supplied shall pass to the customer at the time at which the customer defaults on acceptance. Following a reasonable period of grace set to the customer, we shall be entitled, after prior notification, to dispose of the object to be supplied in another manner.

VII. Liability

1. We shall accept liability for culpable harm to life, limb or health as provided for by law.
2. We shall accept liability for the culpable breach of material contractual obligations, limited however in the case of ordinary negligence to compensation for those damages which are typical of the contract and foreseeable at the time of conclusion of the contract. Material contractual obligations are deemed to be those which are necessary to make the orderly performance of the contract possible in the first place, and on compliance with which the customer regularly relies and may so rely.
3. For other damages ("other damages") than those resulting from harm to life, limb or health, or material contractual obligations, our liability for ordinary negligence shall be limited in total to a maximum of 10 percent of the order value. Irrespective of this, we shall not be liable, to the extent permitted by law, for indirect damages and/or consequential damages such as loss of profits or financial losses incurred.
4. For the rest, we shall be liable for our own intentional or grossly negligent infringements of obligations and intentional or grossly negligent infringements of obligations by our legal representatives or agents as provided for by law.
5. All claims under VII shall lapse at the end of the limitation period stated in VI, point 4.

VIII. Retention of title

1. We reserve title to the object to be supplied until all receivables arising at the time of conclusion of this contract, including all receivables from follow-up contracts and repeat orders, have been settled. On contravention of the contract by the customer, and in particular in the case of default in payment, we shall be entitled to repossess the object delivered. Repossession of the object delivered by us shall not constitute withdrawal from the contract unless we have expressly declared such withdrawal. Following repossession of the object purchased, we shall be authorized to exploit it commercially and the proceeds of that exploitation shall be set off against the liabilities of the customer, less our reasonable expenditure incurred for such exploitation.
2. Processing or alteration of the object delivered by the customer shall always be deemed to be performed on our behalf. Should the object delivered be processed together with other objects which do not belong to us, we shall acquire co-ownership of the new object in proportion to the value of the object delivered relative to the other objects processed at the time of processing. For the rest, the same shall apply to the object created by processing as to the object purchased and delivered subject to our retention of title. The customer shall notify us without delay of any distraint or other physical or legal intervention by third parties. The customer may neither pledge the object supplied nor assign it as security.
3. Should the object purchased be inseparably mixed with other objects which do not belong to us, we shall acquire co-ownership of the new object in proportion to the value of the object purchased relative to the other objects mixed with it at the time of mixing. Should the mixing take place in such a way that the customer's object is to be regarded as the main object, it is deemed agreed that the customer shall transfer proportional co-ownership to us. The customer shall hold the sole or co-ownership thus created in safe custody for us.
4. We undertake to release, on request by the customer, the securities to which we are entitled to the extent that the value of our securities exceeds the receivable to be secured by more than 20%; selection of the securities to be released shall be made by ourselves.
5. The customer shall further assign those receivables from a third party which accrue to it as a result of the joining of the object purchased with real estate to us as security for our receivables from the customer.

IX. Jurisdiction, place of performance and miscellaneous terms and conditions

1. Where the customer is a merchant entered in the commercial register, any disputes between the parties shall be settled before a competent court in Saarbrücken. We shall however also be entitled to take legal action against the customer before the courts at its place of residence.
2. Unless otherwise stipulated in the acknowledgement of order, the place of performance shall be Saarbrücken.
3. The law of the Federal Republic of Germany shall apply exclusively. The Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods, the Convention relating to a Uniform Law on the International Sale of Goods and the UN Convention on Contracts for the International Sale of Goods shall not apply.