

General terms and conditions

I. General agreement

1. The following general terms and conditions are applicable for any supply and service by hartec.
2. We exclude liability to different terms and conditions from our customers, even if we neglect to explicitly state our non-acceptance. We shall consider our terms and conditions as accepted with order placement or receipt of order confirmation, at the latest with acceptance of our delivery.
3. Our offers are subject to variation unless otherwise agreed. Liabilities for agreements on delivery and others (including informal agreements) as well as agreements with our representatives shall require written confirmation.

II. Prices

1. Our prices - unless explicitly otherwise agreed - are stated excluding assembly, ex works, plus packaging and VAT as valid at the date of delivery.
2. In case of variation in pricing status before delivery date, e.g. due to price increases for basic material or pay rise, we reserve the right - in compliance with all applicable laws and regulations - to respectively adjust prices.
3. The minimum value invoiced net shall be to € 250,00.
4. We shall not take back packaging and packing material - except container.

III. Payment terms

1. All payments shall be effected without deduction, any expenses excluded to one of our stated bank accounts. Payments shall be considered effective by the day we shall dispose of the agreed amount.
2. In case of delayed payment we shall charge interest according to commonly accepted bank interest for credits plus commission and expenses.
3. We shall accept letters of exchange and cheques as mode of payment only after explicit agreement and in exceptional cases. Discount and other charges shall be at customer's account.
4. All payments shall in any case be considered on current cost and interest, hereafter considering our oldest claims, without regarding other orders from our customer.
5. The delivery shall be effected assuming buyer's credit standing and ability to meet financial obligations. In case of delay in payment, default in crediting cheques and letters of exchange, payment stop, opening of a procedure to settle debt redemption, default in payment conditions and circumstances affecting customer's credit standing, we shall be entitled to alter payment conditions as appropriate or to withdraw from contract in case of default under the contract. Additionally, we shall have the right to effect open deliveries only on payment in advance and in case of delay in payment after setting an appropriate new term of payment, to withdraw from contract or claim compensation for default under the contract.
6. The billing and reserving due to any customer claims not confirmed by us shall be unaccepted. If the customer has claims at our expense (e.g. claims resulting from any other contract), we shall be entitled to balance the respective claims at our expense with the respective claims at customer's expense, independent from discrepancies in agreed modes of payment or terms of payment.

IV. Reserve of property rights

1. We shall reserve the right of property for all our deliveries (reserved delivery items). Property title shall pass to customer after full payment of all outstanding claims related to the respective delivery (including possible claims from third parties).
2. We shall be entitled effect insurance for delivery items against theft, breakage, fire, water and other damages at customer's expense unless customer can give evidence of fully adequate and comprehensive insurance policy and coverage.
3. The customer shall be obliged to inform us immediately in case of distraint - even if not effected yet - or any alternation concerning property rights by third parties and address written confirmation of our property rights to us and involved third parties. We shall also request a copy of the distraint list.
4. In case of delay in payment, we shall be entitled to immediately request return of reserved delivery items or effect return of the items ourselves or entitle third parties to return reserved items to our property regardless of the respective location of the items. The customer shall be obliged to return reserved delivery items including all necessary information and documents to claim our property rights.
5. In order to assure our remaining and further arising claims related to this transaction, already at this point of time, the customer shall be obliged to transfer all outstanding claims and other rights arising from possible selling or other use of the reserved delivery items (e.g. connection, processing, installation etc).
6. If the selling or use of the reserved items - in any condition - shall be attached to the selling or use of other items involving rights and/or performance of third parties, the value of transferred outstanding claims in

advance shall be limited to the billing value of our invoice.

7. The customer shall be entitled to request transferred claims as long as we do not recall his entitlement. We shall have the right to recall his entitlement in case of delay in payment, payment stop due to the opening of a procedure to settle debt redemption and circumstances affecting customer's credit standing. In case of recall of customer's entitlement to claim payment, the customer shall be obliged to immediately state us his debtors of the transferred claims on our demand, inform us all necessary details and documentation necessary to claim payment and advise his debtors about the assignment of claim. We shall be entitled to directly advise assignment of claim to customer's debtor and demand payment at our favor.
8. If the assurances entitled according to the above mentioned regulations shall exceed the billing amount of our invoices by more than 20%, we shall be obliged to release at our choice surmounting assurances on demand provided that the demand for release shall only be valid for fully paid deliveries or respective substitutes - deliveries on real open account excluded.

V. Measurements and weights, performance and consumption

1. All measurement, performance and consumption details stated in any offer, order confirmation, information, drawing or picture are approximate values unless explicitly marked liable by including tolerance data. This data as well as any other operational data and functions shall be valid provided that required or generally accepted or regular operation of the machine or equipment shall be given. Generally, we shall consider all relevant German acceptance and safety regulations as standard for all our deliveries. We shall reserve the right for alternations in construction as appropriate. Our basic drawings shall only serve as reference drawing for assembly of the machine or equipment. The customer shall be obliged to provide static calculation for grounding, layout drawing and to meet all legal regulation for construction and operation of the machine or equipment (e.g. regulations for the prevention of industrial accidents).

VI. Documents, pictures, drawings

1. We shall maintain title for written documents, pictures and drawings unless contractually agreed to leave them with the customer for operation and maintenance of the machine or equipment. However, including this case, we shall reserve our copyright. The documentation shall not be handed out to third parties and shall be returned to us if demanded or in case of refusal of our offer.

VII. Approval test, taking-over

1. Approval tests shall take place in our assembly hall during regular working hours unless otherwise agreed. If no special technical requirements are stated in the contract, the approval test shall be processed following the usual practice of the engineering sector in Germany.
2. If the components for approval test of the machine or equipment shall be provided by the customer, he shall ensure that any component shall be in accordance with the data on the valid drawings concerning material, surface characteristics and quality, measurements, tolerances, hardness etc.

VIII. Terms of delivery and transfer of perils

1. Delivery shall be affected ex works, freight forward on customer's invoice unless otherwise agreed. Advanced or partial deliveries shall be possible.
2. Dispatch way, transportation and packaging as well as other safety measurements shall be at our choice. In any case, the customer shall bear transport hazard. Insurance for transportation shall be left at our discretion and shall be effected at customer's expenses.
3. Possible damages or loss shall be advised immediately on receipt of delivery and shall be confirmed on the bill of lading using the right to claim compensation from freight carrier.
4. The customer shall bear all dangers related to the delivered item as soon as the delivery has left supplier's premises. In case of delay in delivery beyond our control, customer shall take over danger of delivery with receipt of advise note stating that the delivery is ready for dispatch.

IX. Delivery time

1. Delivery times shall be considered as approximate unless in case of written confirmation of stipulated date of delivery. Terms and dates of delivery shall start with the date of order confirmation, provided that all conditions required for proper fulfillment under the contract shall be given.
2. In case of default under the contract by the customer (e.g. delayed order release or refusal of delivery) we shall be entitled, after effect-less extension of due date, to store delivery item at customer's risk and expenses thereby considering the delivery item as accepted, or effect delivery ourselves or to withdraw from any remaining liability under the contract or claim compensation.

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3. In case of delays in delivery due to Force Majeure, we shall be entitled to fully or partially withdraw from contract. Force Majeure events include strike, lockout, operational breakdown or disturbances, delayed supply of essential raw material or other unpredictable circumstances which considerably complicate delivery or make it impossible. This shall be also applicable if the mentioned circumstances shall occur during delays or at our sub-suppliers.
4. If we shall exceed due dates, the customer shall be entitled to demand notification within 2 weeks if we withdraw from contract or effect delivery setting a new delivery date as appropriate. In case of default of notification, the customer shall have the right to withdraw from the unfulfilled part of the contract.
5. The customer shall not be entitled to claim for compensation due to delays in delivery other than stated by law.

X. Warranty

1. Quality features of the delivery item shall only be guaranteed in case of our written confirmation.
2. Warranty for correctness and guaranteed quality features shall be granted according to respective state of technology. We shall reserve the right to alter construction and/ or design provided that the alternations shall have no impact on functionality or value of the delivery item. Thereby, alternations shall not be subject to complaint.
3. Any defect, discrepancy or inconsistency discovered shall be advised without undue delay and shall be excluded if not received within 2 weeks after receipt of delivery. If any defect, discrepancy or inconsistency shall be discovered after the mentioned term, despite diligent inspection, the customer shall without undue delay notify us, at the latest 2 weeks after discovery. If any defect, discrepancy or inconsistency shall arise which essentially affect value and/ or efficiency of the delivered item or if agreed features shall be missing, we shall be obliged at our sole discretion to either correct or replace damage at our expenses within an appropriate period of time.
4. The customer shall be entitled to demand alternation or deterioration if we shall not correct or replace damage within the agreed period of time.
5. All further customer claims especially compensation for indirect damages shall be excluded if predictable by the time of contract conclusion.
6. All contractual or legal warranty claims shall expire after 6 months from initial operation, in case of multi-shift operation after 3 months. In case of delayed dispatch, assembly or initiation of delivery item beyond our control, claims shall expire 2 months after advice of dispatch.
7. We shall not guarantee for components bearing risk of early abrasion due to quality, intended purpose or application, damages arising from applications following special customer demands, inappropriate use of machine or equipment, incorrect assembly or initiation by customer or third parties, incorrect or inattentive operating - especially overuse - , inappropriate operating materials, common wear and tear, insufficient fundament and construction ground, chemical, electro-chemical, electronic or electric influences, exchange materials or similar conditions unless customer shall provide written proof that the damage shall under no circumstances result from the above mentioned conditions.
8. For damages of single components of our sub-suppliers, we shall be liable to transfer any claim to our sub-supplier. Thereby, warranty shall be granted in accordance to above stated regulations 1-6.
9. If the delivered machine or equipment shall not meet the agreed requirements although the customer has granted us sufficient time and opportunities to correct and improve performance defaults, the customer shall only be entitled to claim reduction of sales price. However, the customer's right to withdraw from contract in case of unacceptable conditions for maintaining the agreement shall be unaffected.
10. The customer shall be obliged to grant us sufficient time and opportunity at our sole discretion to track and clear any defect, discrepancy or inconsistency or to improve and/ or exchange or repair components. Additionally, the customer shall be obliged to provide sufficient assistance and support to perform these works. Otherwise, we shall be release from any claim of defects or damages. The customer shall be authorized to perform above mentioned works on his own or by third parties in urgent cases considering risk of safety and to avoid unreasonable damage, thereby the customer shall without undue delay notify us, or in case of delay in our support works to clear any defect or damage. The customer shall be entitled to charge us the cost for these works in necessary amount and with presentation of corresponding receipts.
11. If we seriously violate the agreement of other liabilities from the contract resulting in unacceptable conditions for our customer to maintain the agreement, the customer shall be entitled to withdraw from contract or deterioration of the agreement excluding all further rights.

XI. Disclaimer

1. Any claim for compensation of direct and indirect damages (e.g. due to insufficient consulting, assembly faults, default in auxiliary liabilities under the contract, default under contract conclusion, default under contract and claim in tort) occurring beyond our control and guilt of gross negligence or intent, shall be excluded. This shall include claims for compensation due to wrong delivery or impossibility of performance.
2. If we shall hold liability, our liability shall be limited to any damage predictable by the time of at the time of contract conclusion, at the utmost to the billing value of our invoice. This limitation shall include possible liability arising from delay beyond our control and guilt of gross negligence or intent.

XII. Terms for assembly

1. The customer shall cover all expenses arising from assignment of personnel for assembly according to our assembly rates including overtime, Sunday and holiday working time. Travel and waiting times shall be considered as working time. The customer shall cover expenses for train return-tickets, economy class, for night travel and travel abroad first class as well as all transport charges for luggage and tools.
2. All structural conditions necessary for assembly shall be completed before start of our assembly works, that assembly shall be initiated without undue delay after delivery and completed without intermission. The ground floor (fundament) shall be completely dry and set, and the assembly room shall be sufficiently protected against weather effects, well-lighted and sufficiently heated.
3. For storage of components, materials, tools and suchlike the customer shall provide a dry, lighted, lockable and safe room.
4. The customer shall be obliged to provide on time a) skilled personnel as well as back staff as required at our discretion, b) equipment and requirements necessary for assembly and initiation, c) unloading of rail wagons or trucks and transportation of machines and equipment from place of delivery to place of assembly.
5. The customer shall bear risk of transportation also for components brought from hartec.
6. Our liability for assembly shall be subject to legal regulations, excluding liability of further arising damage of any kind unless otherwise regulated by law.

XIII. Place of execution and court of jurisdiction

1. Place of execution for delivery and payment shall be Sigmaringen.
2. Provided that the customer holds the status of general merchant, the agreed court of jurisdiction without considering the value of the claim shall be the Amtsgericht Sigmaringen, Germany. However, we shall be free to consult the Landgericht Hechingen, Germany, if the matter shall be subject to their responsibility.

XIV. Liability of contract

In case of alternation of single regulations mentioned in these terms and conditions, the remaining terms and conditions shall thereby maintain unaffected.