

GENERAL CONDITIONS OF PURCHASE

Version 09/2007

I. Contents of Contract and its Conclusion

1. These General Conditions of Purchase ("Conditions") shall apply to all – present and future – orders of goods and services and their processing. Conflicting, or those conditions of the Seller which vary from these Conditions will not be accepted unless something else is specified in the contract with the Seller. Acceptance of goods without specific protest can, in no case, be considered as an acceptance of the conditions of the Seller.
2. If, for a specific order, special conditions are agreed to which are at variance with these Conditions then these Conditions are lower rank and supplementary.
3. The preparation of offers is cost free and not binding for us.

II. Prices

The prices agreed to represent free house delivery to the receiving location, including freight, packaging and similar costs. In case of deliveries where we pay the costs, we shall take over only the most favourable freight costs unless we have specified a special type of shipment.

III. Payment

1. The following payment conditions apply if nothing else has been agreed to: we shall pay invoices either within 14 days with a 3 % cash discount or 30 days without deductions. If the payment conditions of the Seller are more favourable for us then they apply.
2. Payment and cash discount periods begin with receipt of the invoice, not, however, before receipt of the goods or services nor before their acceptance and, so far as documentation or similar documents belong to the total package, not before they are given to us as specified in the contract.
3. Payments will take place by check or bank transfer. Payment is considered to be on time when the check is put in the mail or the transfer papers are given to the bank on the due date.
4. We shall be entitled to all statutory rights as to the set-off and retention of our claims against the Seller's.
5. Interest may not be requested at the mere maturity of the debt. The interest rate on default is 5 percent points above the basic interest rate. In any case, we are permitted to prove lower damages due to default than that requested by the Seller.

IV. Delivery Deadlines

1. Delivery deadlines and dates are binding. When delays are threatened, we must be informed immediately.
2. In case of delivery delays we have the right to claim as specified by law. In particular, after the fruitless expiration of an extension of time, we are authorized to request damages instead of the goods or services. Our claims for delivery expire only after the Seller has paid any damages.

V. Retention of Title

1. The Seller's terms covering his retention of title shall apply subject to the condition that title in the goods shall pass to us on the date of payment for such goods. Consequently, the extended forms of the so-called current account retention (Kontokorrentvorbehalt) and the multiple reservation (Konzernvorbehalt) shall not apply.
2. The Seller may claim return of the goods on the basis of his retention clause only if he has previously withdrawn from the contract.

VI. Execution of Deliveries and Transfer of Risk

1. The supplier carries the risk of accidental loss and accidental deterioration, even with prepaid and free house deliveries, until the goods have been handed over at the place of delivery.
2. Partial deliveries require our agreement.
3. Quantities exceeding or less than those ordered are permitted only within the usual trade conditions.
4. The Seller carries the cost of packaging unless something else has been agreed to in writing. If we carry the cost of packaging in a specific case, this must be charged to us at the lowest cost possible. The requirements to take back packaging are according to the Packaging Regulation (Verpackungsverordnung) of 21.08.1998.