

General Terms and Conditions Kurre – Kabelfertigungsmaschinen GmbH

General terms of sales and payment

1. Scope

The following general terms and conditions apply for all deliveries and services. Deviations from these conditions require the written agreement.

2. Offers and offer documents

Unless otherwise agreed, cost estimates and offers are valid for a period of 21 days binding. Illustrations, drawings, weights and measurements shown in the offer are only approximate, unless they are expressly designated as binding.

3. Order placement

Orders apply as concluded, when the seller has confirmed the order in written form.

This also applies for orders mediated by representatives.

In principle the seller is not liable for errors, resulting from the documents submitted by the customer (e.g. drawings) or arising from inaccurate or verbal information.

4. Prices

Prices are ex works, in principle without costs for packaging and shipping.

Prices are net without VAT.

If, after conclusion of contract, price increases for goods or services (e.g. caused by price increases of precious metal in the world market), the contracting parties agree to renegotiate the occurring increases in material or labor costs.

Services that are not included in the offer, but are necessary for the execution of the order, or are done at the request of the customer, will be charged additionally.

For overtime, night work, weekend and holiday hours, as well as for working under difficult conditions, the corresponding surcharges on the salary will be added.

5. Payment

Unless otherwise agreed, the following payment conditions are valid:

Invoices are payable net immediately after invoice date, without deduction.

Late payment results in restraint of delivery (§§ 273, 320 BGB – German civil code).

After the due date, a reminder is sent by the seller. After the buyer has been placed in default, the seller is entitled to interest at the rate of 5% above the discount rate of the Federal Bank collect and make attorney and collection costs claimed.

Failure to comply with the payment by the debtor, all debts become due immediately.

The seller is entitled, at the expiration of a period of fourteen calendar days, to stop work and to invoice all already provided services and provide compensation claim.

6. Delivery and Installation

Delivery ex works is always at risk of the recipient.

The customer may require compliance with the agreed completion dates or delivery only in so far, as he has taught all the required documents, ensures an unobstructed beginning of installation at site and the agreed payment according to paragraph 5 is received by the seller.

If start, continuation or completion of work delayed for reasons for which the client is responsible for, the seller shall be exempt from its obligation to respect of attempted delivery.

If the customer does not put things right after the request of the seller, the seller can require compensation, or can give to the customer a reasonable period to comply with contract and announce to withdraw from contract after the deadline. In the case of contract annulment, the seller shall be entitled to reimbursement of all expenses incurred to date of contract annulment

Act of God in the seller's facility or in sub supplier's facility (e.g. industrial conflict or other unpredictable circumstances) releases the seller of compliance of delivery date or entitle the seller to withdraw wholly or partially from contract, in the case that the delivery or service will be impossible.

7. Acceptance

The acceptance of goods or services has to be done after announced completion immediately. This also applies to self-contained partial services or deliveries.

If the client has the goods or services or any part thereof brought into use, the acceptance applies considered accepted immediately.

With the acceptance in the risk passes to the customer

8. Responsibility

The warranty rights of the customer require that the customer has properly carry his investigation and objurgation obligation regarding § 377 HGB (german commercial code)

The obvious and – with proper inspection, insofar as such is feasible in ordinary course of business - visible defects must be reported in writing form by the customer within 8 days after delivery.

Non obvious and with proper inspection non visible defects have to be reported in writing form by the customer within 8 days after detection

In observance of the notice period, a warranty for the affected defect cannot be given.

We give no warranty for damages and malfunction, caused by natural wear and tear, faulty installation and commissioning by the customer, misuse and operational errors, incorrect or inadequate power supply, operation with incorrect current or voltage, fire, lightning, explosion, moisture, and non-implementation of necessary or recommended maintenance.

Likewise, no warranty can be given if parts replaced or consumables are used which do not meet the original specification.

We give a warranty to our product for a period of one (1) year from delivery date.

The purchaser may request in case of defects, at our option, rectification of the defect or delivery of conforming goods.

The Buyer shall be reserved for the case of failure of the rectification to reduce or to withdraw from the contract. A failure of rectification occurs when two attempts fail. Further claims, in particular expenses or claims for compensation, exist only within the limits of § 9.

As far as the customer is obliged, to assert rights, to set a reasonable deadline for the execution of our services, the period is only appropriate when it is not shorter than 20 days.

We are entitled to refuse subsequent execution, if it is possible only at disproportionate cost.

Disproportionately high costs are particularly if the total expenses for subsequent execution higher than 50% of the market value of the goods sold.

Further rights of the customer remain unaffected.

If the defect is not detectable, the customer shall pay the costs of the investigation.

Warranty claims against us are only for the immediate purchaser and are not transferable.

In case of minor defects, the Buyer shall not be entitled to withdraw from contract.

9. Compensation

The seller's liability is determined exclusively by these terms of delivery and payment.

All herein not expressly granted claims – also claims for damages for whatever legal reason – are excluded, unless they are based on an intentional or grossly negligent breach of contract by the seller, by a legal representative or vicarious agents.

We are not liable for damages that are not caused to the item itself; in particular we are not liable for lost profits or other financial damages to the customer.

Excluded from the above limitation of liability, is the liability for damages resulting from injury to life, body or health.

10. Property clause

The delivered goods or services remain in the property of the seller, until the complete payment corresponding to the contract is done.

11. Jurisdiction

Jurisdiction for deliveries and payments and for all disputes arising between the parties is Cloppenburg, Germany.