

General terms and conditions (VABATEC GmbH)

I. General

1. Deliveries of the company VABATEC GmbH (hereinafter "**Seller**") place only due to the following conditions, which the Buyers (hereinafter "**Buyer**"), acknowledges with his order.
2. These general conditions are valid for all deliveries from the Seller to the Buyer.
In case that these general sales conditions are already known to the purchaser from previous transactions, no new announcement is necessary for future business. Deviations from the terms and conditions of the Seller applies in a particular case only if this has been expressly agreed in writing.
3. In the case that some of the following conditions should be invalid, then the economically willed and the remainder of these terms and conditions is valid.

II Order and delivery

1. Offers with respect to price, quantity, delivery time and availability are not binding.
2. Delivery times are determined by the Seller to the best of knowledge, however, and subject to correct and timely self-delivery specified. Contracts and agreements insofar as they change these conditions, are binding only by written Seller's confirmation. A failure to written refusal is not regarded as a consent.
3. When specifying approximate quantities a quantity tolerance of + / - 10% acknowledged to the Seller.
4. Partial deliveries of the Seller are permissible if they are reasonable for the Buyer.
5. The Seller's liability for late delivery is limited, unless caused by intent or gross negligence or a firm deal underlies foreseeable damage to the typical manner.
6. Significant and unpredictable, the Seller neither indebted nor avoidable breakdowns and delays in delivery, delivery failures of the Seller's suppliers and business interruption due to raw material, energy or labor shortages, strikes, lockouts, difficulties in procuring means of transportation, traffic disturbances, orders from higher authorities and other cases of force majeure of the Seller and its subcontractors, extend the delivery period by the duration of the hindrance, as far as they are important for the delivery of the goods. Beginning and end of such obstacles shall notify the Seller to the Buyer immediately. If by the case of force majeure, the delivery is delayed by more than 30 days, both the Buyer and the Seller shall be entitled to the exclusion of claims for damages, to withdraw from the contract with regard to affected by the delayed delivery.

III. Price and transport

1. The agreed prices are excluding VAT, with the VAT applicable on the date of delivery.
2. Unless otherwise agreed, prices shall be ex works including packaging.
3. The Seller may select during shipment of the goods, the means and the route of delivery. He is liable only for intent and gross negligence. With the handing over to the forwarder or carrier, at the latest when they leave the factory or warehouse, the risk passes to the Buyer. This applies even in individual cases if the Seller has taken over the transport costs.

IV. Payment

1. Invoices are payable without any deduction, unless otherwise agreed in writing, immediately after the date of invoice and payable net cash
2. In default of the Buyer's payment, the Seller is entitled to charge default interest at the rate of 8% above the base lending rate of the European Central Bank.
3. The Buyer comes without warning in arrears, no later than 30 days after the due date and receipt of the invoice.
4. Discounts and rebates are granted only on the basis of a special agreement.
5. In case there is any doubt about the creditworthiness of the buyer, the Seller may require collateral or advance payments. These are then, however, agreed separately in writing.

V. Retention of title

1. The ownership of the goods shall not pass to the Buyer until he has fulfilled all the demands of the Seller from the ongoing business relationship with the Buyer.
2. In the event of processing or mixing with others goods, which are not delivered by the Seller, the Buyer will automatically transfer to the Seller to back up its claims ownership of the new item in proportion to the value of the reserved goods to the other processed items with the proviso that the Buyer shall store the new item for the Seller free of charge.
3. In ordinary course of business the Buyer is entitled to dispose of the property of goods owned by the Seller as long as it meets its obligations under the business relationship with the Seller in time. The Buyer resigns all demands from the sales of the goods which owns to the Seller, the Buyer already in proportion to the ownership interest of the Seller in the sold goods as security to the Seller.
4. At the request of the Seller, the Buyer has to give all the necessary information on the inventory of the property owned by the Seller, to provide the assigned claims and to inform the Buyer of the assignment.
5. If the securities caused by the retention of title exceeds the secured claims by more than 20%, the Seller is obliged, at the request of the Buyer and at the Seller's option, to release the securities.

VI. Warranty and Liability

1. All information about the suitability , processing and application of the products , technical consultations and other information are provided to the best knowledge of the Seller, but without obligation, and exempt the Buyer from carrying out own investigations and tests. This does not apply if the Seller is guilty of intent or gross negligence.
2. The Buyer has to make a careful reception control of the delivered goods to their accuracy and suitability for the intended use, otherwise any liability is cancelled.
3. Buyer's claims for defects in the goods shall expire within one year of delivery. Excluded from this shortening is the liability for damages resulting from culpable injury to life, body or health and in cases of intent or gross negligence. In an easy negligence action the liability is limited to the damages based on breach of an essential contractual obligation, also excluded from the reduction. The Seller's liability from claims in tort or under the product liability act remains unaffected.
4. The Buyer can demand either for fulfillment, cancellation of the contract or reduction. Further claims by the Buyer, regardless of the legal grounds are excluded. The Seller is not liable for damages that are not caused to the item itself and not for other financial damages of the Buyer. Above exclusion of liability shall not apply to personal injury to other damages, does not apply if the damage is caused by intent or gross negligence. She is not further valid for claims from the product liability law as well as for the damages which have originated from the absence of a guaranteed state. The liability of the Seller from offence broads to claims or after the product liability law remains untouched.
5. A return of the rejected goods is permitted only with the consent of the Seller. Freight costs shall be submitted by the Buyer. A refund will only take place in case of a legitimate complaint.

VII Applicable law and jurisdiction

1. The basis of these Terms and Conditions of VABATEC GmbH and their outstanding contracts is the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention.
2. If any provision of these conditions is in whole or in part invalid, the validity of the remaining provisions shall remain unaffected.
3. Place of performance for delivery is the place of dispatch.
4. Place of performance for payment is the registered office of VABATEC GmbH.
5. The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be the competent court at the seat of the Seller. However, the Seller is entitled to sue the Buyer in any other jurisdiction.
6. Place of business: 80796 Munich
Register court: District Court HRB
(As of November 2017)