



General Sales and Delivery Terms and Conditions

1. Scope

Our following terms and conditions shall exclusively apply to all our contract offers and contracts made. Any contradicting purchasing terms of the Buyer shall be irrelevant. At the latest upon receipt of the goods, our terms shall be deemed accepted. The computation of sizes is based on the VOB, the minimum size billed is = 1 m² for each individual component.

2. Quotations

All are quotations shall be subject to change. We will uphold the price quoted for 30 days. Inventory items are subject to prior sale. Our verbal and phone declarations, in particular those made prior to the execution of the contract as well as retroactive changes and additions shall not become effective until we confirm them in writing. Changes to the quotation prior to the acceptance and amendment of the executed contract shall require the same format and may not be implicitly changed.

3. Delivery and Shipping

Goods shall travel from the shipping location at the risk and expense of the Buyer. The risk shall transfer to the Buyer upon notification that the goods are ready for shipment or as soon as they are loaded. This shall also apply if transportation occurs on vehicles of Peters & Domscheit GmbH. The goods shall be covered by transportation insurance, which may be waived if the Buyer expressly requests it. Explanatory documents and information, such as provided in drawings, dimension sheets, weight tables and catalogs only stipulated approximate values from which we may deviate within the standard industry tolerances, unless such specifics have been expressly agreed upon as binding in the quotation.

4. Delivery Deadlines

The delivery deadline shall begin as soon as the order confirmation is sent. Compliance with the delivery deadline shall be contingent upon the fulfillment of the contractual obligations of the Buyer. Stated delivery dates shall be considered approximate only and shall be non-binding. They shall be extended automatically if unforeseeable events that are beyond our scope of intent, such as force majeure, war, uprisings, strikes, government agency action, short supply of energy and raw materials, operational interruptions as well as the failure of our suppliers to deliver. In the absence of call-in orders or available shipping options, we shall have the right to store the goods at our own discretion and charge for them as if they had been delivered. Partial shipments shall be allowed and shall be deemed separate business transactions. If, after the execution of the contract, we should learn of Buyer's inadequate asset scenario or insolvency we shall have the option to rescind the contract without having any obligation to pay damages. In lieu of the former, at our discretion, we may also make deliveries contingent upon the prior settlement of more mature accounts payable, or require the provision of collateral and cash advance payments.

5. Prices

Our prices are quoted ex factory, excluding packaging and subject to the imposition of applicable value added tax. The minimum order value at this time is EUR 60.00. If, between the quotation date and the completion of the product changes to the wages and / or material costs should arise, we shall have the right to reasonable adjust the offered or confirmed price. The same shall apply to follow-up, partially delivered and call-in orders. In the event of a price increase, the Buyer shall have the right to rescind from the remaining portion of the contract for a period not to exceed 14 days after the receipt of the price change notification. This rescission shall not apply to the portion of the contract fulfilled prior to the price increase by one or both Parties. No further entitlements, in particular entitlements to damage compensation, shall be in effect.

6. Payment Terms

Payment shall be made within 10 days after the invoice date subject to a 2 % cash discount or within 30 days after the invoice date, net. Cash discounts shall be granted only if the Buyer has met all previous payment obligations without any balances. We do not accept payment by bank draft. If checks are presented within the cash discount period and they are not returned, the date the value is credited shall be the date of payment. In the event of default on the payment due date, late payment interest in the amount of 3% above the respective prime rate published by the European Central Bank shall be charged, subject to the claiming of greater late payment damages.

7. Title Retention

Title to all delivered items shall not transfer to the Buyer until full payment of all purchase prices and ancillary costs (e.g. interest, money transfer fees, packaging, shipping costs and litigation costs) from the current and all future deliveries has been made. However, the Buyer shall have the right to sell the goods delivered by us as part of proper business transactions.

In this case, the Buyer herewith assigns any arising accounts receivable due from third parties to us equivalent to the amount of accounts payable the Buyer owes to us for this delivery. If the Buyer should sell our goods in partial transactions, the advance assignment for each of Buyer's accounts receivable shall initially apply in full. We shall release any excess collateral at our discretion. The Buyer shall have the right to collect any advance assigned accounts receivables for resale items only on our behalf. The Buyer shall under to provide us with the addresses of the third party debtors upon our request and to confirm the assignment of these accounts receivable to these debtors in writing. The Buyer shall promptly notify us of any court enforced proceedings targeting our items. Costs we incur as a result of having to defend against such interventions shall be paid by the Buyer even if we acquire reimbursement entitlements against third parties. We shall have the option to collect them or to assign them to the Buyer after the Buyer makes the respective payment. Liens and collateral assignments shall be excluded for the duration of our title retention period. If the goods should be combined or blended with other objects, the Buyer herewith assigns title to such items equivalent to the full value of the title retention goods (purchase prices) vis-à-vis the value of the other goods at the time of blending or combination, unless we are already co-owners of the new object and shall store the goods on our behalf. We shall at all times have the right to disclose the assignment to third parties.

8. Warranty and Liability

We shall provide a warranty for our products to the extent specified hereinafter. The warranty shall begin as of the point of risk transfer and shall end after 24 months. In the event of multi-shift operations, it shall end after 12 months. For turning components and electric engines, the warranty period shall be 12 respectively 6 months. The warranty shall also include the absence of expressly confirmed properties. Any deficiencies shall be reported in writing along with evidentiary records immediately upon receipt of the goods and no later than 14 days after the receipt of the goods, if the deficiencies are already obvious upon delivery. If they become evident at a later point in time, the exclusion period shall begin upon them becoming obvious. The option to file claims shall in any event end upon expiration of the warranty period (see beginning of the sentence). Claims for deficiencies shall not result in any changes to the agreed upon payment terms. In the event of justified claims for deficiencies, we shall replace the item free of charge by way of remedial remedies or by delivering new items within a reasonable period of time or by issuing a credit note for the value reduction. Any warranty coverage shall be excluded if the delivered goods have been resold, installed or further processed despite identified deficiencies. This shall also apply if the deficiency could only have been identified upon careful inspection. Any time an item exceeds or falls short of the confirmed performance values by up to 10 %, Buyer shall not be entitled to damage claims. We shall not assume liability for damages resulting from the improper use or lack of handling or installation, as well as for natural wear and tear and excessive use. Any warranty compensation shall be excluded if the Buyer fails to make clear statements on the actual individual case or on the actual stress the item will be exposed to when placing the order or if Buyer stipulates or mandates the use of a certain construction material at Buyer's risk. All liability shall further be excluded in the event of chemical, thermal and mechanical impact the material cannot tolerate if the applicable material indices are known at the time the contract is executed and the Buyer is aware of this or has been advised accordingly. When delivering and using third party brands, the warranty terms of these suppliers shall apply. We shall assume liability for damages to the delivered object only. All further claims, in particular damage compensation claims of any kind shall be excluded. The installation and removal costs shall be for Buyer's account. The Buyer shall not be entitled to written or verbal application technical advice as a matter of law. If such advice is provided, it shall be given non-bindingly subject to the exclusion of any liability. This shall also apply with regard to any third party intellectual property rights.

9. Governing Law and Place of Jurisdiction

The business relationship shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction, including for check and draft disputes shall be Solingen, Germany.

10. Severance Clause

If any provisions of these Terms and Conditions should be ineffective, this shall not affect the effectiveness of the remaining provisions.