

General Terms of Delivery of Werkö GmbH

1. Scope

The general terms of delivery shall exclusively be valid and shall be the basis for all contracts between the Supplier and the Buyer. Conditions of the Buyer diverging from the Supplier's general terms of delivery shall not be valid.

2. Conclusion of a Contract

The order shall be a binding offer. The Supplier can accept this offer at his discretion within four weeks either by sending an order acknowledgement or by sending the goods to the Buyer within this period of time.

3. Shipment, Passing of Risk

The Supplier shall choose the way and the means of transport. Transport costs and, in case of special packing, also packing costs, shall be borne by the Buyer. The risk shall pass to the transport agent or any other person charged with the transport, at the moment when the goods are handed over.

4. Delay

4.1. In case of non-compliance through the Supplier's fault of a delivery time agreed upon, the Buyer, if and in so far as he has suffered damage, to the exclusion of further claims, can claim a compensation for default for each completed week of delay in the amount of 0.5 % up to an amount of 5 % of the value of that part of delivery which cannot be used because of the delay. The statutory rights of rescission remain unaffected.

4.2. If, in case of delay, and taking into account exceptional legal cases, the Buyer grants a reasonable period of time for performance and if this grace period granted has elapsed, the Buyer is entitled to rescission.

4.3. Further claims based on delay are exclusively determined in section 6 of these general terms of delivery.

5. Warranty

Our warranty for defects as to quality, excluding further claims – save as provided in section 6 – is as follows:

5.1. We shall, at our discretion, either repair the goods which are faulty at the moment of passing of the risk or replace them by faultless goods.

5.2. The Buyer shall inform the Supplier about detected defects immediately after detection.

5.3. The Buyer is legally entitled to rescission of the Contract – taking into account exceptional legal cases – in case of a lapse of a reasonable extension period granted to the Supplier for the rectification of defects or a substitute delivery. If the defect is only minor, the Buyer has only the right to claim the reduction of the purchase price. Such claim is otherwise excluded.

6. Liability

As to other damages not directly related to the delivered goods the Supplier is liable only if done intentionally, or in case of an act of gross negligence committed by a corporate officer or a director or a culpable hurting of life, health, body injury, or fraudulent concealment of defects or guaranteed absence of such defects, or for defects of the delivered goods subject to the scope of Product Liability Act for personal injuries and damages to property regarding goods for private use. As to a negligent violation of substantial contractual obligations, the Supplier is liable also for gross negligence committed by non-exempt employees and for slight negligence. In the latter case liability is limited to the damage typical for such contract and reasonably foreseeable. Other claims are excluded.

7. Retention of Title

Title to all goods delivered is retained by the Supplier until each and every claim against the Buyer originating in the business relations has been duly satisfied. Prior to this event, goods may not be pledged or given as security and may only be resold by resellers in the normal course of business. The reseller herewith assigns to the Supplier all claims from this resale by way of security. If the value of the securities accruing to the Supplier pursuant to this section 8 exceeds the value of all privileged claims by more than 25 %, the Supplier shall upon request release a respective part of the sureties.

8. Statute of Limitations

All claims of the Buyer are subject to a 12-month limitation period. Statutory periods shall be applied in case of fraudulent intent and with respect to claims subject to the Product Liability Act.

9. Export Restrictions

The Buyer is advised of the fact that the export of the goods, parts and components delivered by the Supplier - e. g. because of their type or their purpose of use - may be subject to authorization.

10. Place of Performance and Jurisdiction, Applicable Law

10.1. Place of performance and place of jurisdiction shall be Königsee-Rottenbach, Germany, or, at the Supplier's discretion, the place of business of the Buyer.

10.2. German law shall apply.

Memo:

This catalogue replaces all previous pricelists. We reserve the right to changes made in dimensions and executions owing to new norms or technical developments. The presentation of the products as seen in the catalogue does not necessarily comply with their actual size. All prices in this catalogue are invariable. Errors excepted.