GENERAL TERMS AND CONDITIONS OF SALES OF FLUX-GERÄTE GMBH

§ 1 General, scope

(1) All supplies and services of FLUX-GERÄTE GMBH are made exclusively at the conditions of sale specified herein (hereinafter also referred to as "terms of sale"). Terms and conditions of the customer that contradict or diverge from our terms of sale are not applied even if we carry out delivery to the customer without any reservation of ownership or in the case of any other condition of the contractual relationship or diverge from our terms of sale.

(2) In placing the order and accepting the goods delivered by us, the customer confirms its acceptance of these terms of sale and the reports and conditions of the storage and processing of the data of our customers is computerized to the extent that this is necessary for the due processing of the business relationship.

(3) All arrangements made between the customer and ourselves for the purpose of executing an agreement are set forth in said agreement.

(4) Our terms of sale only apply to companies as defined by Article 310 (1) BGB (Bürgerliches Gesetzbuch; German Civil Code).

§ 2 Offers and deliveries

(1) Our offers are generally valid for a limited period of time. If the order of the customer is not accepted by us within this period, we can cancel it at any time. The offer is accepted by the customer if our registered office acknowledges the order in writing. Side agreements and amendments must be confirmed by us in writing.

(2) We reserve the right to make design changes and other changes to technical specifications and specifications to the extent that these represent technical improvements and are deemed to be reasonably acceptable for the customer.

(3) Documents such as drawings, samples and the like provided to FLUX-GERÄTE GMBH as attachments to the request for an offer or the order remain the property of FLUX-GERÄTE GMBH. These documents shall be returned upon request by the customer. FLUX-GERÄTE GMBH shall also provide similar documents to its offers in the way described above, these are and remain the property of FLUX-GERÄTE GMBH. The customer agrees to use these documents for purposes not governed by the agreement, to duplicate them or to otherwise make them accessible to third parties. Obvious errors, printing, arithmetic, typographical and calculation errors are not binding for FLUX-GERÄTE GMBH and do not entitle the customer to claim damages or compensation.

§ 3 Prices and payment

(1) Unless otherwise agreed in the order confirmation, the prices are ex works "Maulbronn", excluding costs of shipping and packaging; these will be invoiced separately.

(2) The delivery is made at the price stated in the offer of FLUX-GERÄTE GMBH. FLUX-GERÄTE GMBH is not bound to announce any indication of possible delays.

(3) The invoice amount is due within 14 days of the invoice date with 2% discount. If the customer is in default of payment, 10% of the invoice amount is payable per month for as long as the payment is delayed. This does not affect other legal claims and rights of the customer.

(4) Payments can only be withheld or offset against any counterclaims if the counterclaims of the customer are undoubted, acknowledged and legally enforceable.

§ 4 Delivery period, delivery not possible, delays

(1) The delivery period begins as of the date of the order confirmation. However, this only applies if all the technical details have been clarified.

(2) Compliance with our delivery obligation also presupposes that the customer satisfies its obligations punctually and properly. We reserve the right to make a claim of non-performance.

The delivery period is as agreed between the contractual parties. For FLUX-GERÄTE GMBH, for the purpose of sales and commercial technical questions must be clarified between the contractual parties and the customer must have clarified all its responsibilities, e.g. by providing the necessary official certifications or permits or payment or deposit of a down payment. If this is not the case, the delivered items are not ready for shipment.

If payment is delayed according to the invoice, the buyer may be entitled to withdraw from the contract. If the delivery is delayed for particular reasons, FLUX-GERÄTE GMBH agrees to use these documents for purposes not governed by the agreement, to duplicate them or to otherwise make them accessible to third parties. Obvious errors, printing, arithmetic, typographical and calculation errors are not binding for FLUX-GERÄTE GMBH and do not entitle the customer to claim damages or compensation.

The delivery period is subject to the condition that FLUX-GERÄTE GMBH receives its own deliveries on time; FLUX-GERÄTE GMBH must also be informed of any delivery delays immediately.

(4) The delivery period is deemed to be kept if the item being delivered has left the plant of FLUX-GERÄTE GMBH in Maulbronn before the agreed date, even if the item has been held up by third parties or is otherwise ready for shipment. If the item has to be inspected and accepted by the customer and he has not yet done so, the item is ready for shipment only if the necessary grounds to reject acceptance, alternatively, notification that the products are ready for shipment and inspection.

(5) If the shipment or inspection of the products being delivered is delayed for reasons caused by the customer, the costs caused by the delay will be borne by the customer. This will be notified after notification that the products are ready for shipment or inspection.

§ 5 Retention of title

(1) The delivered goods remain our property until all current and future receivables from the business relationship with the customer have been paid, regardless of the legal grounds. If the customer is in default of payment, FLUX-GERÄTE GMBH is in default with the delivery, the customer is entitled to give notice of defect in the event that the customer is entitled to account of account of the delay in delivery for which we are responsible for claim to intended in the contract.

(2) FLUX-GERÄTE GMBH is in default with the delivery, the customer is entitled to give notice of defect in the event that the customer is entitled to account of account of the delay in delivery for which we are responsible for claim to intended in the contract.

(3) After notice of defect and if the supplementary performance fails, the customer can demand the delivery of new items, or if reasonable, if the customer demands reimbursement of needless expense instead of the performance, our liability – also in the context of § 7 5 – is limited to foreseeable losses that typically occur in such cases.

(4) If the delivered goods cannot be used in accordance with the contract through the fault of FLUX-GERÄTE GMBH as result of suggestions and advice given before or after the order was concluded not being implemented or being wrongly implemented or through the infringement of other contractual agreed obligations – including the order, order confirmation, and the instructions for use – the customer is entitled to demand the delivery of new items, or if reasonable, if the customer demands reimbursement of needless expense instead of the performance, our liability – also in the context of § 7 5 – is limited to foreseeable losses that typically occur in such cases.

(5) If the customer is in default of payment, 10% of the invoice amount is payable per month for as long as the payment is delayed. This does not affect other legal claims and rights of the customer.

§ 6 Warranty

(1) Warranty claims become statute barred after 12 months, beginning with the acceptance of the goods.

(2) If the customer demands reimbursement of needless expense instead of the performance, our liability – also in the context of § 7 5 – is limited to foreseeable losses that typically occur in such cases.

(3) FLUX-GERÄTE GMBH is in default with the delivery, the customer can demand the delivery of new items, or if reasonable, if the customer demands reimbursement of needless expense instead of the performance, our liability – also in the context of § 7 5 – is limited to foreseeable losses that typically occur in such cases.

(4) The delivered goods cannot be used in accordance with the contract through the fault of FLUX-GERÄTE GMBH as result of suggestions and advice given before or after the order was concluded not being implemented or being wrongly implemented or through the infringement of other contractual agreed obligations – including the order, order confirmation, and the instructions for use – the customer is entitled to demand the delivery of new items, or if reasonable, if the customer demands reimbursement of needless expense instead of the performance, our liability – also in the context of § 7 5 – is limited to foreseeable losses that typically occur in such cases.

(5) If the customer is in default of payment, 10% of the invoice amount is payable per month for as long as the payment is delayed. This does not affect other legal claims and rights of the customer.

§ 7 Liability

(1) In the case of damage to objects or persons caused by the我校 or gross negligence breach of contract by us or our representatives or agents, we are liable for the costs incurred as a result, including any additional expenses that have been incurred. Further claims and rights are reserved.

(2) If the customer is in default of payment, 10% of the invoice amount is payable per month for as long as the payment is delayed. This does not affect other legal claims and rights of the customer.

(3) If the supplementary performance fails, the customer can demand either withdrawal from the contract or a price reduction.

§ 8 Joint liability

(1) Liability for compensation for damages which goes beyond envisaged under § 8 is excluded, regardless of the nature of the claim being asserted. This applies in particular to claims for damages arising from faults upon conclusion of contract, on account of other breaches of duty or on account of breach of contract for property damages according to Article 823 BGB.

(2) The limitation as described under paragraph (1) above also applies if the customer demands reimbursement of needless expense instead of making a claim for compensation.

(3) If liability for compensation for damages against us is excluded or limited, this shall also apply with respect to the personal liability for damages of our employees, workers, co-workers, representatives, and agents.

§ 9 Secrecy

The customer is required to treat all information, know-how and other business secrets obtained in connection with the execution of each contract with strict confidentiality and is not permitted without the express approval of FLUX-GERÄTE GMBH to pass on any information, documents, or other materials to third parties or otherwise to make such materials accessible. FLUX-GERÄTE GMBH also treats the documents of its customers confidentially.

§ 10 Court of competent jurisdiction – place of performance

(1) For commercial customers, our registered office is the court of competent jurisdiction; in the event of any contradictions or conflicts, other orders by third parties, the customer must inform FLUX-GERÄTE GMBH immediately.

(2) The law of the Federal Republic of German applies; application of the Uniforms Commercial Code (UCC) is excluded.

(3) Unless otherwise stipulated in the order confirmation, our registered office is the place of performance.