

# General Terms and Conditions of Sale, Delivery and Payment

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## **I. Applicability**

The following general terms and conditions of sale, delivery and payment apply exclusively and to all our contracts, offers, orders, deliveries and services of all kind. They shall also apply to all future business relations even if they should not have been explicitly agreed upon again. Our terms and conditions shall be deemed accepted with receipt of our services and deliveries at the latest. General terms and conditions of our contracting parties shall be deemed invalid even without our explicit objection, unless we explicitly accept them in writing. Deviations from our terms and conditions are only considered effective if and when we confirm them in writing. Supplements and warranties as well as – if applicable – modifications or supplements of the contract must be made in writing in order to be valid. The written form clause shall apply to all cases mentioned in these general terms and conditions of sale and delivery even for the contracting out of the written form clause. Should individual provisions cease to be effective, all others will continue to be effective.

## **II. Scope and Implementation of the Order**

The order placed is authoritative for the scope of the services to be rendered by us. Additional deliveries and services will be invoiced separately. Our contracting party will be answerable unlimitedly for the procurement of the supplies required for the rendering of our services and preparing of expert opinions, reports etc. – regardless of fault. We are entitled to call upon employees and competent third parties for the implementation of orders. Partial deliveries and partial performances on our part are admissible as far as they are reasonable for our contracting party and/or result from the nature of the contract. Our offers are subject to change without notice and not binding. Declaration of acceptance, conclusions of contracts and other agreements will only become binding by our written confirmation. Our employees and persons employed by us in the performance of our obligation are not authorized to make any binding declarations. The principles of the so-called apparent authority and/or authority by estoppel are not applicable.

## **III. Prices and Maturity of Remuneration**

The prices agreed upon are quoted net cash plus the legal VAT. As far as we are entitled to part deliveries or part performances, these will have to be paid accordingly by our contracting part following the statement of account. The remuneration will become due with the statement rendered. A separate acceptance of services rendered completely or partly is not required. In the event that – for reasons beyond our control – we will not provide our services and deliveries according to contract within four months after conclusion of the contract, we reserve the right to pass those wage and price increases that are beyond our influence and require an adequate price adjustment up to the completion and the rendering of our deliveries and services. Unless otherwise agreed in writing, our invoices will become due and payable within

30 days from the date of invoice without deduction. In case of delay we are entitled to claim default interest amounting to 5 percentage points above the basic interest rate with regard to a consumer and amounting to 8 percentage points with regard to an entrepreneur. The assertion of a further damage caused by damage due to delay in performance is reserved. Incoming payments are first of all charged against costs, then against interests, then against the principal claim, in doing so against earlier debts first of all. The contracting party is not entitled to determine a deviating use of the benefits. Payment shall be regarded as effected only when the amount is at our disposal. Bills of exchange or cheques will always be accepted only on account of performance. Discounting or bill charges will have to be paid by our contracting party. In the event that our contracting party does not meet the financial obligations, in particular does not honour a cheque or ceases payments or if we obtain knowledge of other circumstances which challenge the creditworthiness of our contracting party, we are then entitled to immediately accelerate maturity of all outstanding claims irrespective of agreed terms of payment, even when we have accepted cheques. Moreover, we are in this case entitled to withhold deliveries and services until all unsettled claims will have been paid for and our contracting party will have made advance payments or provided security in the corresponding amount for all deliveries and services still to be rendered. The legal right to rescind a contract will remain unaffected. The set-off with possible counterclaims of the contracting party and the assertion of a right of retention by him are excluded unless the counterclaims have been recognized by us or have been recognized by declaratory judgement.

#### **IV. Retention of Title, Copyright, Prohibition of Assignment**

All goods delivered and services rendered by us shall fully remain our property and be liable in the same manner for all claims still unsettled from the whole business connection. Without our written consent, our contractual deliveries, services and our work results (expert opinions, reports, etc.) may neither be pledged nor subjected to chattel mortgage. We shall be promptly noticed by our contracting party of a potential creditor's attachment of third parties to our property. With regard to the property under retention of title, our contracting party for the purpose of security herewith already assigns to us to the full extent the claims arising from a resale being effected nevertheless or for any other cause in law. The contracting party irrevocably authorizes us herewith to collect the assigned claims in our name. In the event of a creditor's attachment of third parties to the reserved goods, our contracting party will point out to our property and inform us immediately. The copyright to our drawings, and figures remains with us. On the part of our contracting party, written work results and delivery items may not be made accessible to third parties beyond the contractual use without our written consent. The assignment of claims of our contracting parties from the contractual relationship is ineffective without our consent in writing.

## **V. Warranty**

We shall only be liable for damage caused intentionally or by gross negligence. Complaints because of incomplete or incorrect deliveries or because of recognizable insufficiency of our contractual deliveries or services, respectively, will have to be brought to notice by our contracting party in writing within 14 days following receipt of the deliveries or services at the latest. The burden of proof that a hidden defect is concerned rests with our contracting party. Upon non-compliance with the set period, the delivery or service, respectively shall be deemed approved. Claims based on defects shall only exist in case of not irrelevant deviation of the state agreed upon or in case of relevant impairment of the usefulness of the delivered goods or of our services according to contract. The demand of our contracting parties to remedy defects has to be made in writing. In the event of justified and timely complaint, we are entitled, at our discretion, to subsequent improvement in the form of remedying any defects or new performance or new production of working results ordered within a reasonable period of time. A failure of the subsequent performance is only given after the unsuccessful second attempt. If and when a complaint in respect of a defect proves to be unjustified, our contracting party will consequently have to reimburse our expenses occurred in examination and, if necessary, attempting to remedy the defect.

## **VI. Delivery and Delivery Period**

The forwarding of delivery items will ensue for the account and at the risk of our contracting party, even if freight paid has been agreed upon. We shall not be liable for damage to goods in transit. Only upon written request of our contracting party and only at expense thereof we will take out a transport insurance policy, if necessary. The agreed delivery periods that are not stipulated explicitly and in written form as being binding shall apply approximately. They shall only start when all supporting documents and materials necessary for the rendering of the services are available and all questions and preliminary questions required to this end have been clarified. In the event of delays we are not responsible or cause for, the delivery or performance period shall be extended accordingly. In case of inappropriately or unforeseeably long delay or interruption through no fault of our own, we are entitled to rescind the contract.

## **VII: Place of Performance, Jurisdiction, Validity**

Place of performance and jurisdiction for all rights and obligations resulting from our contracts (even for bill of exchange and cheque actions) shall be Munich – as far as permitted by law. All contractual and correlated legal relationships shall be governed by German law without the determination rules of the international civil law and under exclusion of the UN Convention on Contracts for the International Sale of Goods