



General terms and conditions of purchasing a&g automatin and agears GmbH

Version June, 2016

1. Application

- 1.1. These terms and conditions of purchase shall apply exclusively. Differing or contrary terms and conditions shall not apply in any kind except if confirmed upon in writing by us.
- 1.2. These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply if we except delivery despite our knowledge of differing or contrary terms.
- 1.3. These terms and conditions of purchase shall only apply for legal companies, governmental entities, or special governmental estates in the meaning of sec. 310 § 1 BGB (German Civil Code).

2. Offer, Acceptance

The seller shall accept this offer within a reasonable time not exceeding 5 working days.

3. Prices, Payment

- 3.1. Prices include delivery to our facilities (DAP Incoterms 2010), the respective statutory VAT and any and all costs for packaging, except as otherwise expressly agreed upon.
- 3.2. The purchase price is due and payable within 14 days from receipt of the proper invoice with a 2 % discount or net within 30 days from receipt of the proper invoice.
- 3.3 Invoice date is under the terms of supply (DAP Incoterms 2010)

4. Offset, Retainer

We reserve all rights to offset or retain payment provided by applicable law.

5. Delivery

- 5.1. All delivery dates stated in the order or otherwise agreed upon are binding.
- 5.2. The seller shall immediately inform us of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.
- 5.3. In case of default in delivery we reserve all rights under applicable law.

6. Passing of Risk, Shipment

The risk of loss or damage to the goods passes to us upon delivery at the agreed place of delivery.

7. Liability, Warranty

- 7.1. We reserve all rights and remedies for nonconformity provided by applicable law. We are especially entitled, upon our election, to claim remedy of defects, redelivery of conforming goods, and damages.
- 7.2. In case of imminent danger we are entitled, after giving notice to the seller, to remedy the defects at the seller's cost.
- 7.3. Warranty claims shall be time-barred after 36 month of the passage of risk.

8. Product Liability, Insurance

8.1. The seller shall, upon first demand, indemnify us and hold us harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties.

8.2. The seller shall, at all times during the term of this contract, maintain product liability insurance with an adequate minimum insurance amount of EUR 5.000.000,00 for each single occurrence of personal and property damage. Further damages shall remain unaffected.

9. Warranty of Title

9.1. The seller warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The seller shall indemnify us, upon first demand, from any claims of third parties in this regard.

9.2. Claims based on defect in title shall be time-barred pursuant to item 7 (3) above.

10. Applicable Law, Jurisdiction

1. This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

10.2. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Tettngang.