

General Terms of Business Schwingungstechnik-Broneske GmbH (as of 15th July 2009)

I. General

1. The following terms are an integral part of the contract concluded with us.
2. The current version of our General Terms of Business shall be applicable, even to future business with the buyer without the need to expressly mention or agree on that fact on conclusion and insofar as a legal transaction of similar nature is concerned.
3. We herewith object to any terms of the buyer that contradict or deviate from our Terms of Sale. We will only accept these if we have expressly agreed to their validity in writing.
4. The buyer may only transfer claims resulting from legal transactions concluded with us with our express agreement.

II. Offers and Orders

Insofar as an order is to be regarded as an offer in accordance with § 145 BGB (German Civil Code), we can accept the same within two weeks.

III. Documents Surrendered

1. We reserve our proprietary rights and copyrights on all documents such as drawings, specifications, and calculations etc. that are surrendered to the buyer when placing an order. These documents may not be made accessible to third parties unless we have expressly agreed to this in writing. Insofar as we do not accept the buyer's offer within the period stated in § 2, the documents must be returned to us without delay.
2. Should the case arise that an order is not placed, the documents surrendered by us, especially drawings, are to be returned to us without delay.

IV. Shipping and Delivery

1. The goods are always shipped without insurance and at the buyer's risk. This also applies in the case of freight paid shipments and does not depend on which means of transport is used. Transport insurance will only be taken out at the customer's express will. The customer will be charged the costs incurred.
2. Should the customer provide the means of transport, he is responsible for the punctual provision of the same. We are to be informed of any delays in good time; the buyer shall bear the costs incurred by the delay.
3. Delivery times stated are always without commitment unless other wise expressly agreed upon in writing.
4. Our commitment to deliver is always subject to our own suppliers delivering punctually and properly.
5. The starting date of the delivery period stated by us assumes the punctual and proper fulfilment of the buyer's obligations, in particular the clarification of technical issues. The defence of non-performance under the agreement is reserved.
6. Delivery constraints due to force majeure or due to unforeseeable events that are not caused by us release us from the obligation to observe agreed delivery periods for the duration and extent of their impact. Unforeseeable events are breakdowns, strikes, lock-outs, official orders, belated discontinuations of import and export possibilities as well as the reservation of delivery by our own suppliers according to Number 3. They give us the right to also withdraw from the contract without the buyer thus being entitled to claims for damage or any other claims.
7. Should the delivery period be exceeded and should there be no delivery constraints as per Number 6, the buyer shall grant us an appropriate new deadline of at least two weeks. Should we culpably not adhere to this new deadline, the buyer has the right to withdraw from the contract. However, he does not have the right to assert claims for damages for reasons of non-performance or delay.

V. Warranty

1. The buyer's warranty rights are subject to his fulfilment of inspection and notification duties as laid down in § 377 HGB (German Commercial Code).
2. The period of warranty is 12 months after the ship has been transferred to the shipping company owner. It expires, however, 24 months after being transferred to the buyer at the latest.
3. In the case of complaints brought forward in due form and time that are factually justifiable, the buyer has the right to demand a reduction in the purchase price. This is, however, subject to our right to repair or take back the faulty items and replace them at our own choice.
4. The buyer is not entitled to further rights or claims. In particular, we are not liable for claims made by the buyer for damage resulting from non- or bad performance unless the goods supplied by us lack a property we expressly pledged.

VI. Prices and Payment

1. Insofar as not otherwise agreed upon, our prices are ex works. The invoice amount is strictly "net cash" without deduction plus VAT at the respective rate and to be paid within 30 days.

The deduction of a cash discount may only be granted by special agreement in writing.

2. Interest on arrears amounting to 5% p.a. above the respective basic interest rate of the ECB will be charged. We reserve the right to claim for higher damage caused by delay.

VII. Retention of Title

1. The goods delivered remain our property until fully paid for, including all receivables arising from the contract. We reserve the right to take back the sales item should the buyer behave in a way that is contrary to contract.
2. The buyer is obliged to handle the sales item with care as long as the title has not been transferred to him.
3. The buyer has the right to resell the delivered goods covered by proprietary law in the course of ordinary business. The receivables from the buyer resulting from reselling the goods covered by proprietary law are immediately due and to be transferred to us to the amount of the final amount agreed upon with us and stated in the invoice (including VAT). This act of transfer applies regardless of whether the sales item is sold without or after being processed. The buyer is entitled to the collection of receivables even after the act of transfer. Our power to collect receivables ourselves will remain unaffected. We will not, however, collect the receivables as long as the buyer fulfils his obligations to pay the proceeds collected, does not default, and in particular, does not file for insolvency proceedings and does not discontinue payment..
4. Processing, reprocessing or redesigning the sales item effected by the buyer is always effected in our name and on our behalf. In this case, the buyer's remainder on the sales item on the integrated item continues. Insofar as the sales item is combined with items that do not belong to us, we acquire co-ownership of the new item at a proportion of the objective value of our sales item to the other integrated items at the time of processing, combining or mixing. Insofar as the processing is effected in such a way that the buyer's item can be regarded as the main item, then it is deemed to be agreed upon that the buyer transfers a proportion of the co-ownership to us. To safeguard our claim against the buyer, the buyer also transfers such receivables to us, which accrue from the third parties by combining the goods covered by proprietary law. We accept this act of transfer with immediate effect.
5. We undertake to release securities we are entitled to at the buyer's request, insofar as their value exceeds the claims to be secured by more than 20 %.

VIII. Final Provisions

This contract and its legal relations of the parties in their entirety are subject to the law of the German Federal Republic to the exclusion of UN Convention on Contracts for the International Sale of Goods (CISG).

Place of fulfilment and sole court of jurisdiction for all disputes arising from this contract is our place of business, insofar as not otherwise agreed upon in the confirmation of order.

All agreements made between the parties for the purpose of fulfilling this contract have been stipulated in writing in this contract.

Should any provision of this contract be or become invalid, or should there be an unintended omission, the remaining provisions will remain unaffected. The parties undertake to replace the ineffective provision by a legally permissible regulation that comes closest to the economic purpose of the ineffective provision.