



General sales, delivery and payment conditions

§ 1

Area of application

1. These general sales, delivery and payment conditions apply exclusively; contrary or varying conditions on the part of the purchaser will not be acknowledged without our express written agreement. Our sales, delivery and payment conditions continue to apply if we make delivery to the purchaser in full knowledge of contrary or varying conditions on the part of the purchaser.
2. Our sales, delivery and payment conditions also apply for all future business with the purchaser.

§ 2

Quotations

1. Our quotations are made in all respects without commitment.
2. We reserve ownership and copyright to all diagrams, drawings, calculations and other documentation. Such documentation may not be made available to third parties without our express written consent.
3. Unless agreed otherwise, the applicable DIN norms apply for all technical questions concerning the contractual relationship.

.../2

valid since: September 2004





§ 3

Prices and payment conditions

1. Unless otherwise specified by contractual agreements, our prices apply “ex-works” and exclusive of packaging, which will be invoiced separately.
2. Unless agreed otherwise, the purchaser will be deemed to be in arrears with payment 30 days after receipt of the goods or payment request.

In the event of payment within 14 days, the purchaser may deduct 2 % settlement discount; payments within 30 days must be made net and without deduction.

3. The purchaser is only entitled to reconcile payments in the event that his counter-claims have been established by law, are undisputed or have been acknowledged by us. The purchaser is further only entitled to exercise the right to withhold payment if his counter-claims are based on the same contractual relationship as the payment claim.

§ 4

Delivery and delivery time

1. Unless agreed otherwise, we are entitled to make part-deliveries. The purchaser is not entitled to reject part-deliveries, unless this is unreasonable for him due to the nature of the debtor relationship or the properties or intended purpose of the goods in question. We are also entitled to make over- or under-deliveries of up to 10 % of the quantity ordered; the purchaser may not object to such over- or under-deliveries.

.../3

valid since: September 2004





2. In the event of a delay in delivery, the purchaser is obliged at our request, and within an appropriate time, to declare whether he intends to withdraw from the contract due to the delay in delivery, and/or claim compensation for damages instead of the services, or whether he still intends to accept provision of the services.
3. If the purchaser delays acceptance of the goods or services, or neglects any other duties of co-operation, we are entitled to claim compensation for any damages sustained, including any possible extra costs. In this case, the risk of the possible loss or deterioration of the goods is also transferred to the purchaser at the time he falls into arrears with acceptance of the goods.

§ 5

Transfer of risk

1. Unless otherwise specified by contractual agreements, delivery is agreed as “ex-works”. This also applies if the goods are dispatched to a different address at the request of the purchaser. In this case, the risk is transferred to the purchaser at the point when the goods are handed over to the company or person responsible for delivery of the goods.
2. If requested by the purchaser, the goods will be insured for transport; the costs of such insurance must be borne by the purchaser.

§ 6

Guarantee

1. Guarantee rights on the part of the purchaser presuppose that the purchaser has fulfilled his obligation to examine the goods and report any faults in accordance with §§ 377, 378 HGB.

.../4

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2. If the goods are subject to any faults, we must initially be given the opportunity to rectify such faults in accordance with § 439 BGB.
3. If we are not prepared or not in a position to provide such rectification, or if this is delayed beyond an appropriate time for reasons which are our responsibility, or if rectification fails for any other reason, the purchaser is entitled, at his discretion, either to withdraw from the contract or require a reduction in the purchase price.
4. Unless specified otherwise below, further claims on the part of the purchaser – on whatever legal grounds – are excluded. We are therefore not liable for damages not caused by the goods themselves; in particular, we are not liable for loss of profits or other financial damage sustained by the purchaser.

The above liability indemnification does not apply in the event that the damages are caused by deliberate or gross negligence, or in cases of injury to life, limb or health. It does also not apply if we have given a guarantee for the properties of the goods or their durability.

The above liability indemnification does not apply to such damages caused due to the culpable infringement of major contractual obligations (so-called “cardinal obligations”); if no deliberate or gross negligence exists, or if we have given no guarantees, our liability in this case is restricted to typical, foreseeable damages.

5. Unless agreed otherwise, the purchaser’s guarantee claims lapse in twelve months. This does not apply where longer guarantee periods are prescribed by law.

.../5

valid since: September 2004





§ 7

General liability

1. Any further liability for compensation for damages or reimbursement of costs other than that provided for in § 6 is excluded – irrespective of the legal nature of the claim. This stipulation does not apply to claims made against us in accordance with §§ 1 and 4 of the law concerning liability for faulty products. The liability exclusion does not apply in cases of deliberate or gross negligence, injury to life, limb or health or in cases of infringement of major contractual obligations (so-called “cardinal obligations”).

Compensation for damages in the case of infringement of major contractual obligations is however restricted to typical, foreseeable damages, provided that deliberate or gross negligence does not exist, and there is no liability for injury to life, limb or health. The above stipulation does not involve any change in the burden of proof to the disadvantage of the purchaser.

§ 8

Retention of ownership

1. We reserve ownership of the goods purchased until full settlement of the purchase price, including any and all ancillary costs (freight, packaging etc.). In the event of non-contractual conduct on the part of the purchaser, in particular late payment, we are entitled to withdraw from the contract and take back the goods purchased. We are entitled to dispose freely of such goods after taking them back; after deduction of appropriate costs, any remaining revenue from the disposition of the goods will be reconciled against the purchaser’s outstanding liabilities.

.../6

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2. In the event of assignment or other intervention by third parties relating to the goods purchased, the purchaser is obliged to support us fully in the legal and out-of-court exercising of our rights, and in particular to provide us with all the documentation necessary for such purposes.

3. The purchaser is entitled to resell the goods purchased in the normal course of business; however, he hereby relinquishes in our favour all claims up to the total invoice amount (including value-added tax) accruing to him from the resale of the goods from his customer or third parties. This relinquishment applies irrespective of whether the goods are resold without or after further processing. We hereby accept such relinquishment. Relinquishment in the form of a factoring contract is allowed.

The purchaser remains entitled to collect such claims in the normal course of business. This entitlement lapses if the purchaser fails to fulfill his payment obligations from the proceeds received, or if he falls into arrears with payment. This entitlement also lapses if application is made for the institution of insolvency or bankruptcy proceedings against the assets of the purchaser, or if the purchaser discontinues payment.

In such cases, we are entitled to collect the relinquished claim ourselves. The purchaser is obliged to provide us with all information necessary for such purposes, and all the applicable documentation. In this case, the purchaser is further obliged to notify the debtors (third parties) of the relinquishment.

4. The processing or reworking of the goods purchased by the purchaser is carried out on our behalf in all cases. If the goods purchased are processed or mixed with other goods not belonging to us, we thereby acquire joint ownership of the new goods produced in the ratio of the value of the goods purchased to the new goods at the time of processing. Otherwise, the same applies to the goods produced by such processing as for the goods purchased subject to retention of ownership.

.../7

valid since: September 2004





5. If the goods purchased are inseparably mixed with other goods not belonging to us, we thereby acquire joint ownership of the new goods produced in the ratio of the value of the goods purchased to the other mixed goods at the time of mixing. If the goods are mixed in such a way that the purchaser's goods can be regarded as the main goods, it is deemed to be agreed that the purchaser confers on us proportional ownership of the goods. The purchaser safeguards such sole or joint property on our behalf.
6. We undertake, at the request of the purchaser, to release any assigned securities, to the extent that the value of such securities exceeds the claims secured by more than 20 %; The choice of the securities to be released will be made at our discretion.

§ 9

General advice

1. All spare part numbers are only mentioned to serve the purpose of comparison. They may not appear in any invoice or delivery note addressed to the vehicle owner.

§ 10

Place of fulfilment, applicable law and seat of adjudication

1. Unless otherwise specified by contractual agreement, the place of fulfillment is our head office.
2. All business relationships with us are subject exclusively to the law of the Federal Republic of Germany. The applicability of the Convention on the International Sale of Goods (CISG) (UN purchasing law) is excluded.
3. If the purchaser is a commercial entity, the courts of the Federal Republic of Germany are internationally responsible for all legal disputes.

Seat of adjudication in all cases is the head office of our company. We are however entitled to bring legal action against the purchaser at his general seat of adjudication. These responsibility stipulations also apply to legal action relating to foreign exchange or cheque procedures.

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