

TERMS AND CONDITIONS FOR REPAIRS

We accept orders for repairs solely pursuant to the following terms and conditions. Upon granting an order, the customer hereby agrees to be bound by these terms and conditions. If the customer accepts our offer on the basis of its own terms and conditions, our terms and conditions shall still be deemed to apply notwithstanding our failure to reject the customer's terms and conditions. Any deviations from our terms and conditions shall require our express written approval. If the customer does not accept this provision, it shall expressly notify us of this in a separate letter. In this case, we reserve the right to retract the offer, it being understood that the customer shall not have any remedies against us as a result. Our terms and conditions shall also apply to future contracts even in the absence of any express reference to them.

I. GENERAL

1. Each repair order shall require our written confirmation, upon which it shall become binding.
2. Generally speaking, all repairs shall be performed on our premises. For works not performed in our premises our terms and conditions for dispatching service personnel shall apply supplementary to these terms and conditions for repairs.
3. We shall be authorized to identify the cause of the fault and to perform repairs in the light of the customer's commercial interests. If the customer provides specific details of the damage to be repaired and/or the type, scope or method of the repairs to be performed (restricted repair contract), we may rescind the contract if the object to be repaired exhibits additional faults impairing the safe operation of the object in question or limiting the success of the restricted repair contract. In the event of such rescission, the customer shall reimburse us for the cost of activities aimed at identifying the fault.
4. In the case of repairs to third-party products, we may opt to have such repairs performed by the producer or an external person whom we consider to be suitable. If it is not evident until after we have confirmed the order that third-party products are to be repaired, we may rescind the contract.
5. Completion dates as well as delivery and repair periods shall require our written confirmation. In the event of force majeure or any other unforeseeable events such as war, unrest, disruptions to operations, strikes or lockouts the repair period shall be extended accordingly. This shall also apply in the event of any delays in the delivery of materials and supplies if the delays materially affect the delivery period and are for reasons beyond our control.
6. The customer shall be responsible for having the repaired parts insured.

II. PRICES, PAYMENT, DEFAULT, NETTING, RETENTION RIGHTS AND LIENS

1. Our prices are quoted ex our plant excluding packaging and value added tax as well as the cost of any examinations required to be performed by technical safety agencies, government bodies or other institutions. In the event of any increase in the cost of materials, wages and other costs, we may raise the agreed price accordingly.
2. The terms of payment shall be subject to separate agreement. General terms of payment shall not apply to repairs and/or replacements and/or assembly costs. Invoices for repairs performed shall be payable net immediately after receipt. Payments shall be regarded as having been received when the amounts involved become available to us.
3. If the customer fails to make payments in full by the due date or, in the case of payment by installment, is in default by one installment, we shall be entitled to rescind the contract after the expiry of a reasonable deadline, upon which we may seek damages.
4. In the case of default, interest of 8% above the base interest rate shall be payable. The customer may prove that our actual loss is less than this.
5. The customer shall not be entitled to net any counter-receivables against our receivables unless such counter-receivables are undisputed or have been upheld in a court of law. The customer may only exercise a right of retention if such right is due to claims under the same contract.
6. Our rights as bailee of the object to be repaired shall serve to secure all receivables upheld by a court of law or undisputed in connection with the entire business relations, including receivables arising from prior repairs to the object in question.

III. DISPATCH, TRANSPORTATION COSTS, TRANSFER OF RISK

1. The objects to be repaired shall be delivered to us carriage paid and shall be returned at the customer's expense.
2. Following the completion of the repairs, risk shall pass to the customer upon notification that the object in question is ready for dispatch.
3. The customer shall bear the transportation risk in all cases.

IV. ACCEPTANCE

1. The ordering party shall be obliged to accept the work performed as soon as it has been notified that the work involved has been completed or a contractually stipulated testing, if any, has transpired. In the event of insignificant defects in the work performed, the ordering party shall not be entitled to refuse acceptance thereof.
2. In the event that work shall not be accepted by the ordering party immediately following its completion due to no fault of ours, acceptance thereof shall be regarded as having taken place.

V. WARRANTY/LIABILITY FOR MATERIAL DEFECTS

1. All claims on account of faults shall be barred upon the expiry of one year after delivery of the repaired goods.
2. All faults must be reported to us in writing immediately, however no later than within one week of being discovered.
3. Any faults in the repairs performed shall be remedied by us. If such remedy fails to produce the desired results, the customer may reduce the remuneration payable or rescind the contract. Replacement parts shall be subject to the warranty provided for in our General Terms and Conditions of Delivery and Sale. We shall be entitled to scrap the parts which have been replaced unless the customer expressly asks the parts to be returned when placing its order. Transportation costs shall be borne by the customer.
4. Warranty claims shall not be entertained if the object in question has been used improperly or for an unsuitable purpose, it has been assembled or put into operation incorrectly by the customer or a third party or it has been exposed to undue strain, faulty construction work or an unsuitable foundation or chemical, electro-chemical or electrical determinants.
5. The customer may not remove faults itself or have them removed by third parties unless we are in default of our repairs or it is necessary for the fault to be removed to avert imminent danger.
6. Our guarantee shall be void in the event of any interference on the part of the customer or a third party in the absence of our previous written approval except in a case coming under IV. 5 herein.
7. If the return of the repaired object is delayed at the customer's request or in view of circumstances beyond our control, we shall not be liable for any damage arising during storage of the object in question unless we have acted willfully or with gross negligence.

VI. LIABILITY

1. We shall only be liable for damage regardless of the legal reason in the event of willful misconduct or gross negligence. All liability shall be limited to loss or damage foreseeable when the contract was entered into. All claims asserted by the customer on account of incidental damage, e.g. loss of production, shall be excluded.
2. This exclusion of liability is not valid in the case of intention and gross negligence. Moreover, it shall not be applicable in the case of defects were fraudulently not disclosed or whose absence was guaranteed, and in the case of negligent causation of harm to life, body and health.
3. As far as obligations that are essential under the contract are breached by us by negligence, our liability shall be limited to the foreseeable damage.

VII. RESCISSION

1. We shall be entitled to rescind the contract in the event of unforeseen circumstances pursuant to I. 5 herein and if performance of the repairs subsequently becomes impossible for reasons for which we are not responsible or caused by simple negligence on our part. In this case, the customer shall have no remedies against us.
2. The customer may rescind the contract if we inform it that
 - a) the benefits of the repairs are not in proportion to the costs involved or
 - b) the repairs exceed the fraction of the replacement price stipulated by the customer prior to the commencement of the repairs.Such declaration of rescission shall be made without delay and state whether the object in question is to be sent back or scrapped at the customer's expense. In any case, the customer undertakes to reimburse any dismantlement and examination costs incurred by us.

VIII. MISCELLANEOUS

The place of performance shall be the registered office of our company. This is also the exclusive place of jurisdiction for all disputes arising from the business relations, if the customer is a merchant. However, we may commence proceedings before the courts of law holding jurisdiction for the customer's domicile. The legal relations between the customer and us shall be subject solely to the law of the Federal Republic of Germany under the exclusion of the UN-Convention on Contracts for the International Sale of Goods.

If any of the provisions contained herein is ineffective void, this shall not affect the validity of the remaining provisions.