

vemm tec Messtechnik GmbH

General Terms and Conditions

Paragraph 1

1. All delivery contracts with us, including contracts for repairs are subject to the following terms and conditions. Placing an order with us or accepting our first delivery states the purchaser's acceptance of these terms and conditions, which, unless otherwise agreed, are valid for the entire duration of the business relationship.
2. Our offers are always submitted without engagement. Contracts, also content-wise, are only valid after our written confirmation or delivery through us.
3. The purchaser is not authorized to transfer any rights or obligations under this contract without our prior assent.

Paragraph 2

1. Offers and their acknowledgements have to be made in writing; this includes telegrams and telexes.
2. Enclosures, amendments and changes to the contract also have to comply with section 1 of this paragraph.

Paragraph 2 A

1. The partners can change or cancel the contract by mutual agreement.
2. Withdrawals from or unilateral changes of the contract are restricted to the cases explicitly stated therein.

Paragraph 3

All enclosures to this contract such as technical conditions, specifications, special testing conditions, instructions as to packing, marking and loading, as well as others referred to or mentioned in the contract form an integral part thereof.

Paragraph 4

All prior correspondence and/or contract negotiations expire with the conclusion of this contract.

Paragraph 5

Unless otherwise stated in this contract, the terms of delivery comply with Incoterms 1990.

Paragraph 6

Delivery periods are to be given in calendar weeks.

Paragraph 7

Partial and early deliveries are understood to be agreed in the contract.

Paragraph 8

Should the purchaser not comply with his contractual obligations to cooperate in the production of the goods within the agreed period of time or should he at a later date change the documentation handed over by him and thus cause production difficulties, the seller is authorized to extend the delivery period accordingly and to hold the purchaser responsible for any associated damages. However, this delay in delivery may not exceed the time of the purchaser's delay in fulfilling the above mentioned obligations.

Paragraph 9

1. Any agreed acceptance of the goods under special testing conditions is to be carried out at our company plant; the inspector's expenses are to be met by the purchaser. Without such an inspection, the goods are considered delivered as per agreement upon leaving our plant.
2. In the case of installations being carried out through us, the parts are considered accepted unless a complaint is lodged within five days from completion of installation.

Paragraph 10

The seller is authorized to change the construction or design of the subject of this contract without prior notice in keeping with the continuous technical development of the goods.

Paragraph 11

1. Unless otherwise agreed in this contract, the seller keeps the exclusive claim to all technical documentation handed over to the purchaser.
2. The purchaser may use this technical documentation - to which the seller keeps the exclusive claim - only within his own country and only to aid the maintenance of his own equipment.
3. The documentation in connection with this contract may not be published.

Paragraph 12

1. Title to the goods shall remain with us until all our claims against the purchaser have been satisfied.
2. The purchaser may sell our reserved goods only in the ordinary course of business and only as long as he is not in default of payment. The purchaser is not authorized to dispose of our reserved goods in any other way (collateral assignment, pledge, etc.). Purchase prices or wage claims of the purchaser based on the resale of our reserved goods are herewith transferred to us in the amount of our invoice values until all our claims have been met. The purchaser is revocably authorized to collect such debts.
3. We are obliged to release such securities from pledge which exceed our securable open claims by more than 20%.
4. In the case of delay of payment, imminent bankruptcy, enforcements by writ or protest of a bill of exchange on the part of the purchaser, we are authorized to reclaim our reserved goods, which the purchaser is obliged to hand over.
5. In the case of our reserved goods being seized or otherwise impaired by a third party, the purchaser is to inform us without delay. Any costs incurring through such actions of third parties will be met by the purchaser.

Paragraph 13

1. With reservations as to an exceeding factual damage caused by delay in payment and/or extension of credit, we are authorized to charge interest in the amount of 4% of the respective German central bank discount rate plus VAT.
2. In the case of the purchaser's delay of payment or clear pointers as to his imminent bankruptcy we are authorized to suspend our engagement in current orders and to demand immediate payment of all unmatured claims, including bills of exchange and/or deferred payments or to ask for suitable securities.

Should the purchaser fail to submit the requested payments or securities within reasonable time, we have the right to withdraw from the contract and to charge all accrued costs including lost profits to the purchaser.

Paragraph 14

1. Warranty claims as to the character, quality and/or quantity of our delivery have to be filed within ten days of receipt of the goods for apparent defects (immediately after discovery for hidden defects), otherwise the goods are considered accepted.
2. Warranty claims not recognized by us do not release the purchaser from payment. Withheld payments due to acknowledged warranty claims may not exceed a reasonable relation to the defects occurred.
3. Any warranty claim must include the following information:
 - a) the description of the goods as per contract;
 - b) the quantity for which the warranty is claimed;
 - c) the contract number;
 - d) clarifying information as to which goods the warranty is claimed for;
 - e) the nature of the warranty claim (deficiency, discrepancy in quality, incomplete delivery, etc.);
 - f) the purchaser's claims (replacement, remedy of defects, etc.);

4. Should one of the particulars stated in section 3, a) - f) be missing in the warranty claim, the seller will notify the purchaser of the missing details. Should the purchaser then fail to submit the requested data within two weeks, the guarantee expires.

Paragraph 15

We warrant all equipment manufactured by us for a period of twelve months from the date of commissioning, never for more than eighteen months after delivery and only subject to the following conditions:

Within this warranty, all parts which were rendered unusable or considerably impaired in usage before the transfer of risks, particularly due to faulty make, defective construction material or imperfect workmanship, will be repaired or replaced, at our option, free of charge. Replaced parts become our property. Rejected equipment may have to be returned to us restored to the status quo ante by the purchaser against cost refund.

The purchaser has to grant us the appropriate time and opportunity to carry out all necessary repairs and substitutional deliveries, otherwise we are released from the seller's warranty.

Should the purchaser or his authorized representative carry out any modifications or repairs improperly or without our prior assent, the warranty is annulled. The same applies in the case of damages caused by unsuitable or improper use, faulty installation or operation by the purchaser or third parties, natural wear and tear, faulty or negligent treatment or maintenance, the use of unsuitable operating or substitutional materials, deficient assembly and damages caused by chemical, electronic or electric influence.

All further claims of the purchaser against us as well as our subcontractors are - in accordance with the law - excluded, including compensation for consequential damages and damages based on repairs and replacements, except in the case of conscious negligence or compulsory liability for the lack of guaranteed qualities.

Paragraph 16

1. Mode of transport is as agreed by the partners.
2. Unless otherwise agreed in the contract, the purchaser has to inform the seller of the shipment particulars no later than 30 days before the contractual dispatch date.

Paragraph 17

1. Unless otherwise agreed, the seller determines the dispatch route.
2. Should the purchaser not pass on to the seller the appropriate shipping details for the requested goods in good time, the seller is authorized at the end of the agreed delivery period to have the goods stored at the purchaser's risk and cost. In this case the purchaser also has to meet any additional expenses related to the transport to and from such storage. The date on the warehouse receipt or safe-custody receipt for the taking-over of the goods for storage is considered the delivery date.

Paragraph 18

The partner who is responsible for intentional or consciously negligent non- or deficient compliance with the contract has to pay compensation to the other partner.

Paragraph 19

1. The partners are released from their responsibility for partial or complete non-compliance with their contractual obligations if this non-compliance was due to an act of God.
2. Acts of God are circumstances of extraordinary character that occurred after the conclusion of this contract.
3. The partners are also released from their responsibility for a partial or complete non-compliance with their contractual obligations if this was occasioned by a bilateral agreement or the contract itself or by the substantive law of the selling country which applies to the respective contract.

Paragraph 20

1. Place of fulfillment for all deliveries and payments is our registered office in Potsdam, Germany.
2. The law of the Federal Republic of Germany applies.
3. Potsdam is the exclusive place of jurisdiction for all present and future claims based on business relations with registered traders, body corporates or public trusts. In the case of deliveries abroad we may at our option also institute legal proceedings in the capital of the buyer's country.

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