

General Terms and Conditions of Sale (GTCS)

§ 1 General, scope of application

1. These General Terms and Conditions of Sale (GTCS) will apply to all our business relations with our customers ("Purchaser"). The GTCS only apply if the Purchaser is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. The GTCS will apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or procure them from suppliers (§§ 433, 651 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Purchaser's order or in any case in the version last notified to the Purchaser in text form will also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
3. Our General Terms and Conditions will apply exclusively. Derogating, conflicting or supplementary General Terms and Conditions of the Purchaser will only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent will apply in any case, e.g. even if we carry out the delivery to the Purchaser without reservation in the knowledge of the Purchaser's GTCS.
4. Individual agreements made with the Purchaser in individual cases (including ancillary agreements, supplements and amendments) will in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation will be authoritative for the content of such agreements.
5. Legally relevant declarations and notifications to be made to us by the Purchaser after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective.
6. References to the applicability of statutory provisions will only have clarifying significance. Even without such clarification, the statutory provisions will therefore apply unless they are directly amended or expressly excluded in these GTCS.

§ 2 Conclusion of contract

1. Our offers are subject to change and non-binding. This will also apply if we have provided the Purchaser with catalogs, technical documents (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership and copyrights. These copyrights may not be made accessible to third parties unless we grant the Purchaser express written consent.
2. The order of the goods by the purchaser is considered a binding offer of contract. Unless otherwise stated in the order, we will be entitled to accept this offer of contract within 5 days of its receipt by us.
3. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Purchaser.

§ 3 Delivery period and delay in delivery

1. The delivery period is agreed individually or stated by us on acceptance of the order. If this is not the case, the delivery period is approx. 1-14 weeks from the conclusion of the contract, depending on the subject of the contract.
2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the purchaser of this without delay and at the same time notify the purchaser of the expected new delivery deadline. If the service is also not available within the new delivery period, we will be entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already paid by the Purchaser. A case of non-availability of the performance in this sense will be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not required to procure in the individual case.
3. The occurrence of our delay in delivery will be determined in accordance with the statutory provisions. In any case, however, a reminder by the purchaser is required.
4. The rights of the Purchaser under § 9 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or repair), will remain unaffected.
5. Deadlines and dates for deliveries and services promised by the Vendor will always be approximate only, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
6. Compliance with an agreed delivery period will be conditional on the timely provision of the documents, approvals, releases to be procured by the Purchaser and the fulfilment of the Purchaser's other obligations. If this is not the case, the deadline will be extended accordingly, unless the Supplier is responsible for the delay.
7. The delivery period will be deemed to have been complied with if the delivery item has left the Supplier's works or notification of readiness for dispatch has been given by the time the delivery period expires.
8. The Vendor will not be liable for impossibility of delivery or for delays in delivery to the extent caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver properly or on time) for which the Vendor is not responsible. If such events make it substantially more difficult or impossible for the Vendor to provide the delivery or service and the hindrance is not only of temporary duration, the Vendor will be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the

delivery and performance deadlines will be extended or postponed. Delivery- or performance dates by the period of the hindrance plus a reasonable start-up time. Insofar as the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to the Vendor.

9. The Vendor is only entitled to partial performance if the partial delivery is usable for the Customer within the scope of the contractual intended purpose, the delivery of the remaining ordered goods is ensured and the Customer does not incur any significant additional expenses or costs as a result (unless the Vendor agrees to bear these costs).
10. For each partial delivery, the Vendor is entitled to charge the Purchaser a fee.
11. If the Vendor is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Vendor's liability for damages will be limited in accordance with § 8 of these General Terms and Conditions of Delivery.

§ 4 Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery is made ex warehouse, which is also the place of performance for the delivery and any repair. At the request and expense of the purchaser, the goods will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
2. The risk of accidental loss and accidental deterioration of the goods will pass to the purchaser at the latest on handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods will pass to the purchaser at the latest on handover. Goods as well as the risk of delay will already pass on delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. Insofar as acceptance has been agreed, this will be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services will also apply as appropriate to an agreed acceptance. The handover or acceptance will be deemed equivalent if the Purchaser is in default of acceptance.
3. If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we will be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we will charge a lump-sum compensation in the amount of EUR 100.00 per calendar day, beginning with the delivery deadline or - in the absence of such - with the notification that the goods are ready for shipment.
4. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) will remain unaffected; however, the lump sum will be credited against further monetary claims. The purchaser will be entitled to prove that we have incurred no damage at all or only significantly less damage than the above lump sum.

§ 5 Prices and terms of payment

1. Unless otherwise agreed in individual cases, our current prices at the time of the conclusion of the contract will apply, ex warehouse/works, excluding packaging, plus statutory value added tax. Costs of packaging will be invoiced separately.
2. If we have assumed responsibility for installation, assembly, surveying or other services and nothing to the contrary has been agreed in writing, the customer will bear all necessary ancillary costs such as travel and transport costs and allowances in addition to the agreed remuneration. Unless expressly agreed otherwise, the installation work will be carried out in accordance with our installation conditions and installation rates. In the event of gaps in the regulations, the VDMA conditions for domestic assembly will apply.
3. Payment of the purchase price will be made exclusively to the bank accounts specified in the invoice. The amount and deduction of cash discount are only permissible with special written agreement. A cash discount deduction after the due date is not permissible.
4. In the event of sale by delivery to a place other than the place of performance (§ 4 para. 1), the Purchaser will bear the transport costs ex warehouse and the costs of any transport insurance requested by the Purchaser. If we do not invoice the transport costs actually incurred in the individual case, a transport cost flat rate (without transport insurance) of EUR 100.00 - 500.00 will be deemed agreed. Any customs duties, fees, taxes and other public charges will be borne by the purchaser.
5. The purchase price is due and payable within 30 days net from invoicing and delivery or acceptance of the goods. In the case of repair orders, the term of payment will be 14 days net without deduction. However, we are entitled at any time, even within the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.
6. On expiry of the above payment deadline, the purchaser will be in default. During the period of default, interest will be charged on the purchase price at the statutory arrears interest rate applicable at the time. We reserve the right to claim further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) will remain unaffected.
7. The purchaser will only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. This will not affect the Purchaser's counter rights in the event of defects in the delivery, in particular the right under § 7 para. 6. (2) of these GTCS.
8. So-called warranty and guarantee retentions of the purchaser, which are asserted in advance, are generally excluded.
9. If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardized by the Purchaser's inability to perform, we will be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline will remain unaffected.

10. The Purchaser's inability to pay will only constitute a case of unwillingness to pay under this para. 6 if the insolvency proceedings are dismissed for lack of assets.

§ 6 Retention of title

1. Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain title to the goods sold.
2. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The purchaser must notify us immediately in writing if an application is made to open insolvency proceedings or insofar as third parties (e.g. seizures) have access to the goods belonging to us.
3. In the event of breach of contract by the purchaser, in particular in the event of non-payment of the purchase price due, we will be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the purchaser does not pay the purchase price due, we may only assert these rights if we have previously set the purchaser a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
4. Until revoked, the Purchaser is entitled to resell and/or process the reserved goods in the ordinary course of business, whereby the following provisions will apply in addition.
 - (a) The retention of title will extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we will be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we will acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same will apply to the resulting product as to the goods delivered under retention of title.
 - (b) The Purchaser hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the previous paragraph. We accept the assignment. The obligations of the purchaser stated in paragraph 2 will also apply to the assigned claims.
 - (c) The purchaser will remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the purchaser meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the reservation of title in accordance with para. 3. If this is the case, however, we may demand that the purchaser inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In addition, we will be entitled in this case to revoke the purchaser's authorisation to resell and process the reserved goods.

- (d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Purchaser's request.

§ 7 Claims for defects of the purchaser

1. The statutory provisions will apply to the Purchaser's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions will remain unaffected in the case of final delivery of the goods to a consumer (supplier's recourse under §§ 478, 479 BGB).
2. The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions which are the subject of the individual contract will be deemed to be an agreement on the quality of the goods; it makes no difference whether the product description originates from the purchaser, the manufacturer or us.
3. Insofar as the quality has not been agreed, the legal regulation will determine whether a defect exists or not (§ 434 Para. 1 S. 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).
4. If the purchaser is a merchant within the meaning of the Commercial Code (Handelsgesetzbuch), it is a precondition for the assertion of claims for defects that he has fulfilled his statutory obligations to examine the goods and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent during the inspection or later, this must be notified to us in writing without delay. The notification will be deemed to have been made without delay if it is made within two weeks, whereby timely dispatch of the notification will suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the purchaser must give written notice of obvious defects (including incorrect and short deliveries) within two weeks of delivery, whereby timely dispatch of the notice will also suffice in this case to meet the deadline. If the purchaser fails to duly inspect the goods and/or give notice of defects, our liability for the non-notified defect will be excluded.
5. If the delivered item is defective, we may initially choose whether to provide repair by remedying the defect (rectification) or by delivering an item free of defects (replacement). Our right to refuse repair under the statutory conditions will remain unaffected.
6. We will be entitled to make the repair owed dependent on the Purchaser paying the purchase price due. However, the purchaser will be entitled to retain a reasonable part of the purchase price with regard to the defect.
7. The purchaser will give us the time and opportunity required for the repair owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the purchaser will return the defective item to us in accordance with the statutory provisions. Repair will neither include the removal of the defective item nor the re-installation if we were not originally required to install the item.
8. We will bear the expenses necessary for the purpose of inspection and repair, in particular transport, travel, labour and material costs (not: removal and installation costs), if there is actually a

defect. Otherwise, we may demand reimbursement from the Purchaser of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Purchaser.

9. In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the purchaser will have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. Self-remedy will be notified to us without delay, if possible in advance. The right to self-performance will not exist if we would be entitled to refuse a corresponding repair according to the statutory provisions.
10. If the supplementary performance has failed or a reasonable period to be set by the purchaser for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the purchaser may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.
11. Claims of the purchaser for damages or reimbursement of futile expenses will also exist in the case of defects only in accordance with § 7 and are otherwise excluded.
12. Claims for defects cannot be made if the damage or impairment has one or more of the following causes:
 - natural wear or wear caused by abrasive pumped media
 - imbalance and vibrations due to caking parts of the pumped medium
 - faulty and/or negligent assembly or maintenance on the part of the customer
 - failure to comply with the prescribed relubrication times
 - unsuitable equipment
 - excessive load
 - unsuitable foundations
 - changed operating conditions unknown to us
 - fans and equipment improperly supplemented by the customer (this goes without saying and is not viewed differently by the courts)
13. Warranties as to operation or performance will apply provided that the conditions required therefor and to be fulfilled by the Purchaser under the Contract are met.
14. For essential third-party products, our liability will be limited to the assignment of the liability claims to which we are entitled against the supplier of the third-party product.
15. In the case of deliveries according to third party specifications, we guarantee the performance required in the specifications and the function of the individual devices to the extent specified above, but not the correctness and adequacy of these specifications with regard to the overall planning.

16. We will not be liable for third-party products provided by the purchaser, with regard to which we have no obligation to inspect.

§ 8 Other liability

1. Insofar as nothing to the contrary arises from these GTCS including the following provisions, we will be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. We will be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the case of simple negligence, we will be liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g. for care in own affairs) only
 - (a) for damages resulting from injury to life, body or health,
 - (b) for damages arising from the not merely insignificant breach of a material contractual obligation (obligation whose fulfilment is a precondition for the proper performance of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, our liability will be limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from para. 2 will also apply to breaches of duty by or in favour of persons for whose fault we are responsible in accordance with the statutory provisions. They will not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Purchaser under the Product Liability Act.
4. Due to a breach of duty that does not consist of a defect, the purchaser may only withdraw or terminate the contract if we are responsible for the breach of duty. A free right of termination of the purchaser (in particular according to §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences will apply.

§ 9 Limitation

1. Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title will be one year from delivery. Insofar as acceptance has been agreed, the limitation period will commence on acceptance.
2. If the goods are a building or an item that has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period will be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 479 BGB) will also remain unaffected.
3. The above limitation periods of the law on sales will also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the Purchaser under § 8 para. 2 sentence 1 and

sentence 2 as well as under the Product Liability Act will be subject to limitation exclusively in accordance with the statutory provisions.

§ 10 Choice of law and legal venue

1. The law of the Federal Republic of Germany will apply to these GTCS and the contractual relationship between us and the Purchaser to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. If the Purchaser is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - legal venue for all disputes arising from or in connection with this contract will be from The legal venue for all disputes arising directly or indirectly from the contractual relationship is our registered office in Waldshut. However, we will also be entitled in all cases to bring an action at the place of performance of the delivery obligation according to these GTCS or a prior individual agreement or at the general legal venue of the Purchaser. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, will remain unaffected.
3. Should any provision of these GTCS and the further agreements made be or become invalid, or should these GTCS be incomplete, the remaining provisions will remain unaffected.