

General Terms and Conditions for Deliveries and Services Status August 2022
Keller Feinwerktechnik GmbH

General / Scope of application

These "General Terms and Conditions for Deliveries and Services" apply to all - also future - deliveries and services of our company, including accessories, as well as to proposals, consultations and other ancillary services. Our terms and conditions of sale and delivery shall apply exclusively. Any terms and conditions of the purchaser that deviate from our "General Terms and Conditions for Deliveries and Services" shall not be valid.

I. Offer

The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding. The supplier reserves the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. The Supplier is obliged to make plans designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent.

II. Scope of deliveries and services

The scope of delivery shall be determined by the Supplier's written order confirmation or, in the case of an offer with a time limit and acceptance within the time limit, by the offer. Subsidiary agreements and/or amendments shall only be recognised if the supplier subsequently agrees to them.

III Price and payment

Unless otherwise agreed, the prices shall be ex works, including loading at the works, but excluding packaging. Value added tax at the respective statutory rate shall be added to the prices.

2. In the absence of any special agreement, payment shall be made in cash without any deduction, free Supplier's payment office, namely
40% down payment after receipt of the order confirmation,
30% as soon as the customer has been informed that the main parts have been assembled,
25% acceptance at Keller Feinwerktechnik,
5% on final acceptance, but no later than 4 weeks after delivery.

3. payments may not be withheld or set off against any counterclaims of the customer which are disputed by the supplier.

IV. Delivery Period

The delivery period shall commence with the dispatch of the order confirmation, but not prior to the provision of the documents, approvals, releases to be procured by the Purchaser and not prior to receipt of an agreed down payment. 2.

The delivery period shall be deemed to have been complied with if the delivery item has left the works or notification of readiness for dispatch has been given by the time the delivery period expires.

3. The delivery period shall be extended appropriately in the event of measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as in the event of the occurrence of unforeseen obstacles, such as pandemic-related consequences, which are beyond the control of the supplier, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at sub-suppliers. The aforementioned circumstances are also not the responsibility of the supplier if they arise during an already existing delay. In important cases, the Supplier shall inform the Purchaser as soon as possible of the beginning and end of such obstacles.

4. if the customer suffers damage due to a delay caused by the supplier's own fault, the supplier shall be entitled

supplier's own fault, he shall be entitled, to the exclusion of any further claims, to claim compensation for

compensation for delay, to the exclusion of further claims. The damage must be proven and cannot be implemented without the supplier's consent. In such a case, the amount of

compensation shall be 1/5 of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay for each full week of delay, but not more than 2 per cent in total. 5.

If dispatch is delayed at the request of the Purchaser, the costs incurred for storage shall be charged to the Purchaser, starting one month after notification of readiness for dispatch, but in the case of storage at the Supplier's works at least 1/2 per cent of the invoice amount for each month. The supplier shall, however, be entitled to dispose otherwise of the delivery item after setting and fruitless expiry of a reasonable period of grace and to supply the orderer within a reasonably extended period of time.

6. Compliance with the delivery period shall be conditional upon fulfilment of the Purchaser's contractual obligations.

V. Transfer of risk and acceptance

(1) The risk shall pass to the Purchaser at the latest upon dispatch of the delivery parts, even if partial deliveries are made or the Supplier has assumed other services, e.g. the shipping costs or delivery and installation. At the request of the Purchaser, the Supplier shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks at the Purchaser's expense.

2 If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the date of readiness for dispatch.

The risk shall pass to the Purchaser on the day of readiness for dispatch; however, the Supplier shall be obliged, at the request and expense of the Purchaser, to take out the insurance cover requested by the Purchaser. 3.

(3) Delivered goods shall be accepted by the customer, even if they show minor defects, without prejudice to the rights under section VII.

Partial deliveries are permissible.

VI. Retention of Title

We only deliver on the basis of the reservation of title described in more detail below. This shall also apply

This also applies to all future deliveries, even if we do not always expressly refer to this. 1.

We reserve the right of ownership of the delivered goods until full payment of all claims arising from the delivery contract. We are entitled to take back the object of sale if the purchaser acts in breach of contract.

2. The buyer is obliged to treat the object of sale with care as long as ownership has not yet passed to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the buyer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the buyer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with § 771 ZPO (German Code of Civil Procedure), the buyer shall be liable for the loss incurred by us.

3. The buyer is entitled to resell the reserved goods in the normal course of business.

business transactions. The buyer hereby assigns to us the buyer's claims arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The buyer remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we shall not collect the claim as long as the buyer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

4. the processing or transformation of the object of sale by the buyer shall always be carried out in our name and on our behalf.

and on our behalf. In this case, the purchaser's expectant right to the object of sale shall continue to apply to the transformed object. If the object of sale is processed with other objects

not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. Insofar as the mixing takes place in such a way, that the buyer's item is to be regarded as the main item, it shall be deemed to be agreed that the buyer transfers co-ownership to us on a pro rata basis and keeps the sole ownership or co-ownership thus created for us. In order to secure our claims against the buyer, the buyer also assigns to us such claims as accrue to him against a third party through the combination of the goods subject to retention of title with a property; we accept this assignment already now.

5. we undertake to release the securities to which we are entitled at the request of the buyer, to the extent that their realisable value exceeds the claims to be secured by more than 10%."

VII Liability for Defects in the Delivery

The supplier shall be liable for defects in the delivery, including the absence of expressly warranted properties.

of expressly warranted characteristics, the supplier shall be liable, to the exclusion of further claims and without prejudice to section IX, 4, as follows
as follows:

(1) All parts shall be repaired or replaced free of charge at the Supplier's reasonable discretion.

1. All those parts shall be repaired or replaced free of charge at the Supplier's reasonable discretion which prove to be unusable or significantly impaired in their usability within 6 months of commissioning as a result of circumstances arising prior to the passing of risk - in particular due to faulty design, poor materials or defective workmanship. The Supplier shall be notified immediately in writing of the discovery of such defects. Replaced parts shall become the property of the supplier. If dispatch, installation or commissioning is delayed through no fault of the supplier, liability shall expire no later than 12 months after the transfer of risk. For essential third-party products, the supplier's liability shall be limited to the assignment of the liability claims which he

liability claims to which he is entitled against the supplier of the third-party product. 2.

2. the customer's right to assert claims arising from defects shall become statute-barred in all cases as of the

6 months from the date of the timely notice of defect, however, at the earliest upon expiry of the warranty period.

3. no warranty is given for damage caused by the following reasons:

Unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical influences,

electrochemical or electrical influences, insofar as they are not the fault of the supplier. (4) The Purchaser shall give the Supplier the necessary time and opportunity to carry out all repairs and replacements

4. The Purchaser shall, after consultation with the Supplier, grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which appear necessary to the Supplier in its reasonable discretion, otherwise the Supplier shall be released from its liability for defects. Only in urgent cases of danger to operational safety and to prevent disproportionately great damage, in which case the Supplier must be notified immediately, or if the Supplier is in default with the rectification of the defect, shall the Purchaser have the right to rectify the defect itself or have it rectified by third parties and to demand reimbursement of the necessary costs from the Supplier. 5.

(5) Of the direct costs arising from the repair or replacement delivery, the supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including dispatch as well as the reasonable costs of removal and installation, furthermore, if this can be reasonably demanded according to the situation of the individual case, the costs of any necessary provision of its fitters and assistants. In all other respects, the costs shall be borne by the customer.

6. The warranty period for the replacement part and the repair shall be three months, but shall run at least until the expiry of the original warranty period for the delivery item. The period for liability for defects in the delivery item shall be extended by the duration of the interruptions to operation caused by the repair work.

(7) Any improper modifications or repair work carried out by the Purchaser or third parties without the prior consent of the Supplier shall invalidate any liability for the consequences thereof.

(8) Further claims of the customer, in particular a claim for compensation for damage which has not occurred to the delivery item itself, are excluded. This exclusion of liability shall not apply in the case of intent or gross negligence on the part of the proprietor or senior employees and in cases where liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects in the case of defects in the delivery item. It shall also not apply in the absence of characteristics which have been expressly warranted if the purpose of the warranty was precisely to protect the Purchaser against damage which did not occur to the delivery item itself.

VIII. Liability for collateral duties

If, through the fault of the supplier, the delivered item is damaged by the purchaser as a result of omitted or faulty execution of suggestions and consultations prior to or after the conclusion of the contract as well as other contractual collateral obligations - in particular instructions for the operation and maintenance of the delivery item - the supplier shall be liable for damages.

The provisions of sections VII and IX shall apply mutatis mutandis to the exclusion of any further claims of the Purchaser.

IX. Right of the Purchaser to Withdraw from the Contract and other Liability of the Supplier

1. the orderer may withdraw from the contract if the supplier is finally unable to perform the entire

the transfer of risk. The same shall apply in the event of the Supplier's inability to perform. The Purchaser may also withdraw from the contract if, in the case of an order for similar items, the performance of part of the delivery becomes impossible in terms of quantity and the Purchaser has a justified interest in refusing a partial delivery; if this is not the case, the Purchaser may reduce the consideration accordingly. 2.

If there is a delay in performance within the meaning of Section IV of the Conditions of Delivery and if the Purchaser grants the Supplier in default a reasonable period of grace with the express declaration that it will refuse to accept performance after expiry of this period, and if the period of grace is not complied with, the Purchaser shall be entitled to rescind the contract.

3. If the impossibility occurs during the delay in acceptance or through the fault of the customer, the latter shall remain obliged to counter-performance.

4. The Purchaser shall also have the right to withdraw from the contract if the Supplier allows a reasonable period of grace granted to it for the repair or replacement of a defect for which it is responsible within the meaning of the terms of delivery to expire fruitlessly through its own fault.

The Purchaser's right of rescission shall also apply in other cases of failure of the Supplier to repair or replace the goods. 5. all other further claims of the customer, in particular for rescission, termination or reduction as well as for

termination or reduction as well as for compensation for damages of any kind, including those of damages of any kind, including such damages that have not occurred to the delivery item itself. This exclusion of liability does not apply in the case of intent or gross negligence on the part of the owner or executive employees and in cases in which liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects in the case of defects in the delivery item. It shall also not apply in the absence of characteristics which have been expressly warranted if the purpose of the warranty was precisely to protect the Purchaser against damage which did not occur to the delivery item itself.

X. Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship shall be, if the purchaser is

If the Purchaser is a fully qualified merchant, a legal entity under public law or a special fund under public law, the action shall be brought before the court having jurisdiction for the

Supplier's head office (Elmshorn/Germany) or the branch carrying out the delivery. The Supplier shall also be entitled to bring an action at the Purchaser's principal place of business.

XI Miscellaneous

1. the return of our products is only possible with our prior written consent, stating our invoice number.

quoting our invoice number. The goods must be returned to our factory in Elmshorn carriage paid. A credit note will be issued after deduction of the costs incurred by us for inspection, re-storage and depreciation. Custom-made products and spare parts are excluded from return.

2. Interventions in our software as well as changes, copying and imitations are not permitted without our prior consent.

without our prior consent.

These terms and conditions shall also apply abroad, insofar as legally permissible there. If these conditions and/or

If these conditions and/or German law are not legally permissible abroad, the UN Convention on Contracts for the International Sale of Goods is agreed as a supplement. This shall not apply to warranty and liability, which shall be agreed separately in each case. German law shall apply to all legal issues not regulated.