

GENERAL TERMS AND CONDITIONS

§ 1 Validity of the terms and conditions, secrecy

(1) For this contract, the General Terms and Conditions of AGT-PSG GmbH & Co. KG apply exclusively; other terms are not content of contract, even if we do not explicitly object to them. All deliveries, services and offers from AGT-PSG GmbH & Co. KG take place exclusively based on these General Terms and Conditions. The scope of performance shall be based on our written confirmation of order.

(2) Deviations from these General Terms and Conditions shall only be effective if AGT-PSG GmbH & Co. KG confirms them in writing.

(3) If not explicitly otherwise agreed in writing, the information provided by AGT-PSG GmbH & Co. KG in connection with orders and quotations shall not be confidential.

§ 2 Quotation, conclusion of contract and price fixing

(1) Quotations from AGT-PSG GmbH & Co. KG are non-binding and subject to change. Declarations of acceptance and all orders, with the exception of repair orders, require the written confirmation of AGT-PSG GmbH & Co. KG to become legally effective. The same applies to additions, amendments and supplements.

(2) Drawings, diagrams, dimensions, weights and other performance data shall only be binding if this is explicitly agreed in writing.

(3) The employees of AGT-PSG GmbH & Co. KG who do not possess any general powers or power of procurator are not authorised to make verbal supplementary agreements or provide verbal assurances which extend beyond the content of the written contract. Such supplementary agreements shall be ineffective.

(4) Insofar as it has not been otherwise agreed, AGT-PSG GmbH & Co. KG shall uphold the prices contained in its quotations for 30 days from the quotation date. This shall depend on the prices given by AGT-PSG GmbH & Co. KG in the order confirmation plus the respective legal turnover tax. Additional deliveries and performances shall be invoiced separately.

§ 4 Delivery, delivery- and performance times

(1) Delivery shall always take place at the contractual partner's expense and risk. The risk passes to the contractual partner on handover of the goods to the forwarding agent or carrier, however, at the latest on leaving the factory or warehouse in every case, e.g. including for FOB or CIF business. Without special instruction, dispatch shall be without guarantee for the cheapest shipping. Goods registered as ready for shipment must be requested without undue delay. If the contractual partner delays the acceptance, we shall be entitled to dispatch the goods as we choose or to store them at the contractual partner's expense and risk at our sole discretion and to count them as delivered from stock after notification of their readiness for dispatch.

(2) Delivery deadlines or periods, which can be agreed as binding or unbinding, must be made in writing.

(3) AGT-PSG GmbH & Co. KG shall not be liable for delivery and performance delays due to force majeure or similar events which significantly hamper or make impossible delivery by AGT-PSG GmbH & Co. KG, including for binding, agreed periods and deadlines. The delivery or processing period shall be suitably extended by the duration of the impairment plus a suitable start time.

AGT-PSG GmbH & Co. KG shall be entitled to withdraw in full or in part from the contract in the event of Paragraph 2 Clause 1 due to the not yet fulfilled part, insofar as the performance is impossible and AGT-PSG GmbH & Co. KG has informed the contractual partner immediately about this impossibility. Any return services provided by the contractual partner for this shall be refunded immediately.

§ 7 Payment

(1) If not otherwise agreed, the invoice of AGT-PSG GmbH & Co. KG shall become payable without discounts immediately on issuance.

(4) Insofar as AGT-PSG GmbH & Co. KG is liable for the non-observance of binding, agreed periods and deadlines or is behind schedule, the contractual partner shall have a claim to compensation for default amounting to 1/2% for every complete week of the delay, however, overall no more than 5% of the invoice value for the deliveries and performances which are behind schedule. Any further claims are excluded, unless the delay is based on at least the gross negligence of AGT-PSG GmbH & Co. KG.

(5) AGT-PSG GmbH & Co. KG shall be entitled to make partial deliveries and provide partial performances.

§ 5 Duty to examine and notify of non-conformity

(1) Insofar as the contractual partner is a commercial trader as defined by the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, he is to examine the goods immediately upon receipt, insofar as this is feasible in the proper course of business, and, if a defect is found, to inform AGT-PSG GmbH & Co. KG of this immediately.

(2) If the contractual partner fails to notify, the goods shall be deemed to be accepted, unless there is a defect which was not identifiable on examination.

(3) If such a defect should appear later, notification must be made immediately upon discovery; otherwise, the goods shall be deemed to be accepted, including in view of this defect.

(4) To preserve the rights of the contractual partner, it shall be sufficient to submit the notification in good time.

§ 6 Retention of title

(1) AGT-PSG GmbH & Co. KG shall reserve the ownership of the purchased item until all payments from the contract have been received. AGT-PSG GmbH & Co. KG shall be entitled to revoke the purchased item in the event of conduct in breach of the contract by the contractual partner, in particular in the event of delay of payments. There shall be no withdrawal from the contract in the event of revocation, unless AGT-PSG GmbH & Co. KG has expressly declared this in writing. If the purchased item is seized by AGT-PSG GmbH & Co. KG, this shall always be a withdrawal from the contract. After revoking the purchased item, AGT-PSG GmbH & Co. KG shall be entitled to re-sell this, and the proceeds of sale shall be offset against the liabilities of the contractual partner - less the suitable re-selling costs.

(2) Insofar as AGT-PSG GmbH & Co. KG accepts bills of exchange as means of payment, reservation of title shall exist until AGT-PSG GmbH & Co. KG can no longer draw upon these bills of exchange. Due to the transferred receivables, bills of exchange received by the contractual partner shall hereby be assigned and endorsed to AGT-PSG GmbH & Co. KG. The contractual partner shall keep safe the endorsed bills of exchange for AGT-PSG GmbH & Co. KG.

(3) The contractual partner is entitled to process or sell the goods supplied under retention of title within standard business transactions. The contractual partner shall now assign to AGT-PSG GmbH & Co. KG all receivables from reselling; he remains entitled to collect these receivables, even after assignment. On processing, AGT-PSG GmbH & Co. KG shall acquire joint ownership of the new item in accordance with the value ratio.

(4) On garnishment or other interventions by third parties, the contractual partner must inform AGT-PSG GmbH & Co. KG immediately in writing so that AGT-PSG GmbH & Co. KG can file a suit in accordance with § 771 of the German Civil Process Order (ZPO, Zivilprozessordnung). Insofar as the third party is not in a position to reimburse AGT-PSG GmbH & Co. KG the court and out-of-court costs of a suit in accordance with § 771 of the German Civil Process Order (ZPO, Zivilprozessordnung), the contractual partner shall be liable for costs incurred by AGT-PSG GmbH & Co. KG.

(5) AGT-PSG GmbH & Co. KG is obliged to release securities to which it is entitled on the request of the contractual partner insofar as the realisable value of the securities exceeds the receivables to be secured by more than 20%; the selection of the securities to be released falls to AGT-PSG GmbH & Co. KG.

(4) The statutory period of limitation is 1 year from passing of risk and is only halted in the event of the written exercising of claims; the cases of § 438 Paragraph 1 No. 2 of the German Civil Code [BGB] are ex-



(2) Payment shall only be deemed to be made on receipt by AGT-PSG GmbH & Co. KG.

(3) Bills of exchange or cheques shall only be accepted on agreement and on account of performance and shall only be considered as payment on redemption. Discount and collection charges shall be at the contractual partner's expense. The period of the bills of exchange shall not exceed 90 days from the invoice date. A cash discount deduction on payment via bills of exchange is excluded.

(4) AGT-PSG GmbH & Co. KG reserves the right to collect own or third-party accepted bills of exchange. AGT-PSG GmbH & Co. KG provides no guarantee for presentation and protest. Protests made against the bills of exchange of the contractual partner or the lack of immediate coverage for protested third-party bills of exchange entitle AGT-PSG GmbH & Co. KG to return all current bills of exchange. At the same time, all receivables of AGT-PSG GmbH & Co. KG shall become due. Pre-dated checks will not be accepted.

(5) If the contractual partner is in default, AGT-PSG GmbH & Co. KG shall be entitled to charge default interest amounting to the interest rate agreed with the bank affiliated with AGT-PSG GmbH & Co. KG for overdraft credit. It shall be applied at a lower level if the contractual partner demonstrates reduced burdens.

(6) On agreement of payment in instalments, the following shall apply: if the contractual partner is in default with more than two net instalments, the whole of the remaining debt shall become payable immediately.

(7) The contractual partner is only entitled to offsetting if the counterclaims have been stipulated as legally valid or these are indisputable.

§ 8 Guarantee

(1) AGT-PSG GmbH & Co. KG guarantees that the products are free from production and material defects; the legal period applies to the guarantee period.

(2) The guarantee shall begin on the delivery date. If operating or maintenance instructions issued by AGT-PSG GmbH & Co. KG are not observed, alterations made to the products, parts exchanged or consumables used which do not correspond to the original specification, every guarantee shall become null and void.

(3) Guarantee claims against AGT-PSG GmbH & Co. KG are due to the contractual partner only and are not transferable.

§ 9 Liability

(1) Subject to the following regulations, AGT-PSG GmbH & Co. KG shall not be liable for damage that occurs outside of the delivered item itself, for lost profits or other financial losses experienced by the customer.

(2) The aforementioned guarantee disclaimer does not apply insofar as the cause of damage is based on intent or gross negligence by AGT-PSG GmbH & Co. KG including its representatives and vicarious agents. However, with the exception of intent and damage caused by personal injury, bodily harm or damage to health, and in cases of liability regardless of negligence or fault (e.g. in accordance with the German Product Liability Act [Produkthaftungsgesetz]), liability for damages for gross negligence is limited to foreseeable, typically occurring damage.

(3) AGT-PSG GmbH & Co. KG is liable in accordance with the legal regulation, insofar as a significant contractual obligation or a "material contractual obligation" is infringed; however, in this case - with the exception of intent and damage caused by personal injury, bodily harm or damage to health, and in cases of liability regardless of negligence or fault - liability is limited to foreseeable, typically occurring damage.

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§ 10 Design modifications

AGT-PSG GmbH & Co. KG reserves the right to make design modifications at any time; however, it is not obliged to make such amendments to products already supplied.

§ 11 Applicable law, place of jurisdiction, partial nullity

(1) The law of the Federal Republic of Germany shall apply to the privacy of contract.

(2) Insofar as the contractual partner is a commercial trader as defined by the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, Bad Homburg shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

(3) If a provision in these General Terms and Conditions or a provision within the scope of other agreements is ineffective or becomes ineffective, the effectiveness of all other provisions or agreements shall remain unaffected by this.

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