

Terms of Business

§ 1

Scope of this document

The following conditions apply without exception to all our business transactions. Customers' terms of business which deviate from these conditions do not apply.

§ 2

Conclusion of Contract

1. The order by the customer is a binding offer. At our discretion we may accept this offer by sending the customer a confirmation of the order within 4 weeks, or by delivering the ordered goods to the customer within the same period.
2. Our offers are subject to confirmation. For the conclusion of the contract at our discretion, Clause 1 applies accordingly.
3. Documents belonging to the offer, such as illustrations, drawings, details of weights and dimensions and the details in our printed matter are only definitive insofar they are explicitly stated as being binding. Without our explicit and binding consent, descriptions of characteristics, for example in the context of preliminary negotiations, brochures or advertisements do not constitute a warranty as to characteristics or durability.
4. We reserve the right to make modifications to the technical data and design, which serve for technical progress.

§ 3

Prices

1. Our prices are valid ex works exclusive of packaging and plus the currently valid VAT.
2. Payment of our invoices is due without discount at the latest within 30 calendar days of the date stated on the invoice, or if the date of receipt of the invoice is uncertain, from the date of receipt of the counterperformance.
3. For contracts with an agreed term of delivery of more than 4 months we reserve the right to increase prices according to the increases in costs incurred due to collectively agreed wages or increases in the price of materials. If the increase is more than 5 % of the agreed price, the customer is entitled to terminate the contract.
4. Settlement per contra is only permissible against counterclaims which are legally established or acknowledged by us. The customer may only exercise a right of retention if this is based on the same business transaction.

§ 4

Delivery dates, acceptance, transfer of risk

1. Delivery dates are not binding if they are not explicitly stated as being binding in the confirmation of the order. The delivery date is complied with on departure from the factory. Delays in delivery in cases of force majeure, official measures or similar; events for which we are not responsible such as strikes, lock-outs etc; or delays in delivery by our own suppliers extend the agreed delivery periods accordingly.
If we become in arrears with delivery, the customer may set us a period of grace appropriate to the object to be supplied. After the fruitless expiry of this period, the customer may withdraw from the contract. Compensation in lieu of performance is excluded if the delay in delivery is not due to our deliberate action or gross negligence.
2. Goods which are ready for dispatch must be accepted by the customer. If the customer does not comply with this obligation, we shall be entitled to set a period of grace of 2 weeks. After expiry of this period we may, at our discretion, withdraw from the contract or refuse fulfilment of the contract. In the latter case, our claim for compensation is an all-inclusive sum of 15% of the value of the order including VAT, unless we are able to prove greater damages, or the customer can prove that lesser damages have been incurred.
3. Our deliveries are made at the customer's risk, regardless of the place from which the delivery is made, even if in exceptional cases we deliver carriage paid.
4. At the explicit written request of the customer, and at his expense, we shall insure the goods to be delivered against transport risks of all kinds.
5. Packaging will be invoiced at cost. Other agreements require our explicit written confirmation. If the Packaging Ordinance [*Verpackungsverordnung*] requires that we are obliged to take back the packaging used for transportation, the customer shall pay the costs for the return transport of the packaging used.

§ 5

Reservation of title

1. All goods supplied by us remain our property until settlement of all our claims on whatever legal grounds. In the case of current invoices, the reserved goods shall be deemed to be security against our claims for the balance.
2. As long as the customer is not in arrears of payment to us, he may sell the goods which are our property in the course of normal

business under the usual conditions. For the securing of all our claims from the business relationship the customer hereby cedes to us his claims resulting from the resale. We accept this cession.

3. Processing or restructuring by the customer of the goods which we have delivered is always performed on our behalf. If the goods are processed together with other goods which are not our property, we acquire a co-ownership of the new article in relation to the value of our goods to the other processed goods at the time of processing.
4. At the request of the customer, we commit to release the claims due to us insofar as the value of our securities exceeds the value of the claims to be secured by more than 20%.
5. The exercise of reservation of title does not constitute a withdrawal from the contract.

§ 6

Warranty

1. The customer is obliged to immediately inspect the goods delivered by us for faults and report any faults to us, normally within 7 working days after delivery at the latest. This also applies in the case that a different object or too small a quantity was delivered. Delayed complaints of faults normally result in an exclusion of warranty.
2. At our discretion, in the case of faults recognised by us, we shall provide rectification of the fault free of charge (reworking) or the delivery of an article which is free of faults (subsequent delivery). If a total of 3 attempts at reworking or subsequent deliveries are fruitless, the customer may withdraw from the contract or demand a reduction in price. The obligation of complaint as per Clause 1 remains in effect in the case of failure of subsequent fulfilment.
3. Further claims by the customer, in particular claims for compensation, including loss of profits or other damage to the customer's assets are excluded. The above restriction of liability does not apply if the cause of the damage is due to deliberate action or gross negligence. It also does not apply if the customer claims compensation for the lack of a characteristic guaranteed by us.
4. If an obligation essential to this contract is breached by us due to negligence, our liability is restricted to the foreseeable damage.
5. The warranty period is one year from the delivery of the goods.
6. Warranty claims are excluded if the fault is due to one of the following causes: Unsuitable or incorrect use, incorrect assembly or commissioning, treatment contrary to instructions, unsuitable operating materials, substitute materials, chemical, electromechanical and electrical influences, intervention by third parties. Warranty claims are furthermore excluded if the orderer undertakes reworking, modifications or repairs without granting us the opportunity for reworking, or without obtaining our written consent.
7. Transportation and packaging costs for the goods complained of and reworked or delivered in replacement shall be at the expense of the customer.

§ 7

Copyright

We reserve all rights of property and copyright to illustrations, drawings, samples and other documents. The customer is solely entitled to their utilisation according to the contract. Any further use or utilisation, in particular the transfer to third parties requires our prior consent.

§ 8

General provisions, place of fulfilment, legal domicile, applicable law

1. The above provisions constitute a complete representation of the agreements made. There are no additional agreements. Amendments and supplements must be made in writing. This also applies to the amendment of this clause requiring the written form.
2. The ineffectiveness of individual provisions does not prejudice the effect of the remaining provisions. That which was commercially intended shall replace the ineffective provision. Both parties commit to submit any necessary declarations of intent which are necessary for this.
3. The place of fulfilment of all contractual obligations is Bargteheide.
4. The legal domicile for business persons, legal entities under public law or public special assets is Hamburg.
5. As far as is permissible, the law of the Federal Republic of Germany applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.



Getriebebau Nord GmbH & Co. KG
Rudolf-Diesel-Straße 1
D-22934 Bargteheide
Telefon: +49 45 32 - 40 10
Telefax: +49 45 32 - 40 12 53

Bargteheide, 29.4.2008