

Terms and Conditions for Sales and Deliveries

§ 1 Area of applicability

These Terms and Conditions for Sales and Deliveries are applied to all sales of Süttron electronic GmbH. Any general business conditions to the contrary are considered to be expressly excluded.

§ 2 Conclusion of Contract

(1) The purchaser is obligated to the order for 4 weeks. The sales contract is concluded when the vendor (sales person) has confirmed the acceptance of the order of the more precisely detailed object of purchase in writing, within this period, or when delivery is executed.

If there is a change of specification of the devices or the goods to be shipped, then the contract applies as concluded in a modified version in accordance with the written confirmation of this request for modification.

(2) All agreements must be in writing. This applies as well to oral agreements and oral assurances as well as to subsequent contract changes.

§ 3 Delivery Times and Dates

(1) Delivery is made with consideration of the dates as agreed upon in writing. Delivery dates and delivery times can be agreed upon as either binding or non-binding. If delivery dates are agreed upon as binding, then this needs to be expressly declared in the contract. Delivery times start with the conclusion of the contract. If subsequent contractual changes are made, then a new delivery date or delivery time must be agreed upon at the same time as such contractual changes are made.

(2) The purchaser can specify an appropriate extension, after a non-binding delivery time, or a non-binding delivery date has been exceeded, with a duration of at least 14 days, with the condition that after expiration of the extension, the acceptance of the purchase object will be rejected, however only under reservation of a proper and timely delivery on the part of our suppliers.

(3) After the extension has expired without success, the purchaser is authorized to cancel the contract or to demand damages due to non-fulfillment. Damages due to non-fulfillment, however can only be claimed if intent or gross negligence on the part of Süttron electronic GmbH is present, and the purchaser is a legal person governed by public law, a public law special asset, or a merchant in possession of the contract for operating a trading business.

(4) If a binding delivery date, or a binding delivery time, is exceeded, then Süttron electronic GmbH is already in arrears as far as exceeding the delivery date, or delivery time, are concerned. In this case, the rights of the purchaser are determined according to § 3, section 2. The vendor assumes no liability for force majeure, and operational disturbances such as civil commotion, strike, and lockout. The vendor however is obligated to fulfill the contract within a period that is determined in accordance with the delivery time, plus the duration of the operational disturbance.

§ 4 Prices

The prices apply ex works excluding packaging, if nothing to the contrary has been specified in the specific case. However all Süttron electronic GmbH price information is subject to change, even such price information in the order confirmation. Deliveries are made at those prices that are in the Süttron electronic GmbH price lists at the time the contract is concluded. If extended delivery or manufacturing times should occur through contract changes on the part of the purchaser, then Süttron electronic GmbH is authorized to calculate prices according to those prices that are contained in the pricelists at the time of delivery. This applies as well to partial deliveries.

In any case, the price contained in the pricelist when the order is placed is valid for deliveries within 3-months of the conclusion of the contract.

§ 5 Payment Conditions

(1) The purchase price and the prices for auxiliary services are payable within 14 days with 2% discount or within net 30 days. Payment conditions to the contrary are rejected through these general terms and conditions, even if there is no express reference made in this regard on the order confirmations or invoices. Repair invoices are immediately payable net.

(2) Money orders, checks, or bills of exchange, will only be accepted after special agreement and only for payment.

(3) In the case of partial payment agreements between Süttron electronic GmbH and the purchaser, Süttron electronic GmbH is authorized to cancel the partial payment agreement and to make the outstanding balance due and payable, if the purchaser is late with 2 consecutive partial payments in whole or in part, and Süttron electronic GmbH has given the purchaser a 2-week period to pay the outstanding balance with the explanation that Süttron electronic GmbH will cancel the partial payment agreement in case of non-fulfillment within this period, and will make the entire outstanding balance due and payable.

(4) The purchaser can only off-set the claims of Süttron electronic GmbH if the counterclaim is due and undisputed, or if a legal title is present. A right to withhold payment can only be exercised if it concerns claims arising from the same contract.

(5) Interest on payments in arrears will be calculated at 5% over the discount rate of the German Federal Bank.

§ 6 Fulfillment Location and Judicial Forum

Fulfillment location is the supplier's site. Judicial forum for all legal disputes is Stuttgart.

§ 7 Acceptance

(1) The purchaser has the right and obligation to test and accept the object of purchase within 7 days after delivery, and purchaser has the obligation to immediately send a written defect report if defects are present.

(2) If Süttron electronic GmbH does not receive a defect report within the period specified in section 1 of this paragraph, then the object of purchase is considered to be accepted in accordance with the contract when said period expires.

§ 8 Property Rights

(1) The purchase object remains the property of Süttron electronic GmbH until payment is received in full, based on the legitimate claims of the purchase contract. The property rights also remain in force for claims that Süttron electronic GmbH has against the purchaser in conjunction with the object of purchase, such as repairs, and other auxiliary services.

(2) Süttron electronic GmbH also reserves property rights to all sold objects if these objects have been forwarded to third parties. The purchaser transfers all claims, to which he is entitled against his customer, from the disposal of objects for whose production purchaser used objects that were still the property of Süttron electronic GmbH, to Süttron electronic GmbH, who accepts this transfer. If the purchaser is a private person under public law, a public law special asset, or a merchant in possession of the contract for operating a trading business, then the right to reserve property applies as well to the claims that Süttron electronic GmbH has relative to the purchaser arising from the regular business conditions with the purchaser.

(3) Süttron electronic GmbH can demand possession of the object of purchase when the prerequisites of § 5, section 3. are present, the purchaser has given an affidavit, filed bankruptcy, or if third-party intervention, particularly through seizure is present.

(4) The purchaser has the obligation to maintain the object of purchase in orderly condition during the reserved property period.

§ 9 Warranty

(1) For defects, also including the lack of assured features, Süttron electronic GmbH is liable as follows under exclusion of further claims:

a) All parts that are unusable, or whose usability has been significantly impaired within 6 months without consideration of the operating duration, as calculated from the day of transfer of risk, by circumstances verifiably existing prior to the transfer of risk, particularly due to defective workmanship, poor materials, or defective execution, are to be either rectified or replaced at the discretion of Süttron electronic GmbH. The determination and notification of such defects must be made in writing to Süttron electronic GmbH immediately, however within 7-days at the latest.

(b) The parts installed during the rectification are considered under warranty until the expiration of the warranty period of the object of purchase based on the purchase contract.

(c) If Süttron electronic GmbH does not resolve the defect within an appropriate time period, or if the rectification is not successful, particularly if the error cannot be resolved, or if additional rectification attempts are unacceptable, then the purchaser can demand cancellation of the contract (annulling the contract) or lessening (lowering the purchase price). A claim for replacement delivery does not exist. The cancellation can only be declared by the purchaser if his interest in the delivery is significantly impaired or destroyed by the defect.

(2) Warranty obligations do not exist, if the defect or the damage is a result of the purchaser not indicating the defect in a timely manner, if the purchaser, in spite of being requested to do so, does not immediately provide opportunity for rectification, or if the purchaser does not properly handle the purchase object, or if the purchaser has not observed the maintenance and care directives.

(3) Liability is excluded through improper modifications and repair work possibly carried out by the purchaser or by third parties.

(4) The above-listed warranty claims are limited to 1 year after the transfer of risk.

§ 10 Liability

(1) Süttron electronic GmbH is liable to the purchaser for intent and gross negligence, otherwise liability is excluded.

(2) Liability in accordance with the Product Liability Law remains hereby unaffected.

§ 11 Claim for Damages

If the purchaser renounces his contract obligation without authorization according to the contract, then Süttron electronic GmbH has claim to a flat-rate damage payment of 25% of the agreed upon purchase price, whereby the purchaser reserves the right to demonstrate a lower claim, or a claim in the amount of the actual damage if this exceeds 25% of the flat-rate damage claim and this damage can be verified by Süttron electronic GmbH.

Purchasing Conditions

Only the following conditions apply for our orders if nothing to the contrary has been confirmed in writing.

1. Orders and agreements are only binding if they have been placed by us or confirmed by us. Each order must be confirmed in writing by you within two weeks providing the binding delivery time. We reserve the right to declare our cancellation without extension, in the case of orders that are not confirmed.

Each order is only issued under the express condition that we are authorized to determine the time of the call-up and the amount of each call-up quantity according to the respective proportions. These purchase conditions are the basis of each order. This situation does not change if the contractor sends a confirmation with conditions that may be different, without expressly contradicting these different conditions.

2. The agreed upon delivery dates are binding. If you are in arrears with your performances then we are authorized at our discretion

a) to cancel the contract,

b) to demand partial deliveries and damages due to delayed delivery or

c) instead of fulfillment, to demand damages due to non-fulfillment.

If you have delivery delays, then these must be communicated to us immediately.

3. In all cases, the right of complaint is reserved until processing is totally completed. Replacement deliveries must be made without expenses to us.

The acceptance of the contractor's performance is done when the client or his authorized representative has the possibility to examine the object of the performance and to test it. This test or examination is done within the framework of the client's course of business. Defect complaints apply contrary to the determinations of the German Business Law (HGB) as being registered in good time if they have been immediately reported after discovery of the defect.

4. Means of payment are at our discretion. We settle accounts within 14 days with 2% discount or within net 60 days.

5. Shipping is done free of freight and packaging charges to our specified shipping address.

6. Drawings, molds, tools, and models, that we provide for the execution of an order remain our property. They may not be duplicated, made available to third parties, or otherwise used. This also applies for such tools that will be manufactured according to our specifications at the supplier's costs. Misuse can be legally prosecuted and obligates to compensation for damages.

7. Fulfillment location for deliveries and performances is Filderstadt, for payments it is your corporate location. The judicial forum is Stuttgart.

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Pricing: ex works Filderstadt excluding packaging plus VAT.

Payment conditions: 10 days with 2% discount or net 30 days.