



bip technology GmbH - General Terms and Conditions

1. Validity

- a) Offers, deliveries and services are subject to the following conditions.
- b) Counter-statements made by the ordering party with reference to its own terms of contract are hereby expressly rejected. Even when rejection does not take place following announcement, deviating conditions of the ordering party only become valid when they are acknowledged in writing.
- c) Agreements that differ require the written form.

2. Offer and contract conclusion

- (a) Replies to enquiries and offers are subject to change and non-binding. A contract only comes into existence following written confirmation of an order with the contents of the order confirmation.
- b) All documents that make up part of the offer, including figures, illustrations, drawings and weights and dimension data are only to be considered approximate, unless expressly stated as binding. We reserve the right to ownership and copyright for cost estimates, demonstration equipment, drawings and documents. They are not allowed to be made accessible to third parties without our confirmation.

3. Prices and payments

- a) List prices are quoted net of sales tax. In the absence of a special agreement, they apply ex-Brandenburg (Germany), but exclusive of packaging, which is calculated at cost price and is not accepted for return.
- b) When material prices and/or wages increase, we reserve the right to increase prices after the contract has been concluded. This also applies if an extension is applied to agreed delivery times for reasons for which the ordering party is responsible and it would result in additional costs for us. The ordering party agrees to the foregoing appropriate change in the agreed purchase price and waives his right to withdraw, rescind or make any claims for damages.
- c) Volume discounts are only granted following written agreement and oblige the customer to accept delivery of full quantities.
- d) Additional services such as installation, assembly, commissioning etc. are calculated separately at our respective assembly rates. Payment for these are due 10 days after the invoice date.
- e) Invoices are due no later than 30 days after the invoice date. Unless otherwise agreed, payment is to be made without deduction. Cash discounts are only permitted if they are printed on the invoice. When the payment date stated on invoices expires, the ordering party is in default without any further reminder being sent.
- f) Bills of exchange and cheques are only accepted for processing purposes. If the situation with the ordering party's assets worsens within the meaning of Sec. 321 German Civil Code (GCC), we are entitled to demand payment even before the time allowed for presentation expires. The due date of the claim is not deferred by the receipt.
- g) Invoices issued to us for purchases will be paid in 8 days with a deduction of a 3% discount, in 14 days with a deduction of a 2% discount and in 30 days without any deduction.

4. Right of retention, netting and offsetting

- a) The purchaser is not entitled to assert any right of retention against purchase price claims owing to claims arising from other purchase contracts or declare their settlement with counter-claims, unless undisputed or binding law or claims are concerned.
- b) Even if the ordering party's terms differ, we reserve the right to offset incoming payments against older liabilities in acc. with Sec. 366 Para. 2 and Sec. 367 GCC, unless this would undermine the foregoing retention and offsetting provision.

5. Delivery times

- a) The delivery period begins when the order confirmation is sent, but not before the ordering party supplies the relevant documents, approvals and releases, or prior to receipt of any advance payment agreed. The delivery period counts as being complied with if notification of

readiness for shipment is provided prior to the deadline or the delivery item has already been handed over to the freight forwarder.

- b) The delivery period is extended by a suitable period if action take place within the context of labour disputes and if unforeseen impediments occur which are beyond our will and have a demonstrably significant effect on completion or delivery of the goods. The same applies if the foregoing circumstances occur at subcontractors. We shall also not be held responsible for the foregoing circumstances if they arise when a default already exists. The ordering party shall provide notification of the beginning and end of the foregoing impediments in important cases.
- c) If the ordering party is harmed by a delay for which we are responsible, under the exclusion of further claims, he shall be entitled to delay compensation on our delivery scope which amounts to 0.5% for each full week of the total delivery, but no more than 5% of the value of the part of the total delivery which cannot be used on time or in accordance with the contract. If the shipment is delayed at the request of the ordering party, beginning one month after he is notified of the readiness for shipment, he shall be charged for the storage costs incurred for storage, but only 0.5% of the invoice monthly if storage takes place at our factory. After a reasonable period of time has been set and has unsuccessfully expired, we shall be entitled to dispose of the delivery item elsewhere and supply the customer according to an appropriately extended deadline.
- d) Compliance with the delivery period takes place under the assumption that the customer fulfils his duties with regard to the contract.

6. Risk transfer and acceptance

- a) At the latest, the risk is transferred to the ordering party on receipt of the readiness to ship notification, or, if applicable, on shipment of the goods, regardless of who bears the shipping costs and whether we have accepted delivery or installation, or the shipment concerns partial deliveries. Risk insurance policies are entered into at the request of the ordering party at his expense. Partial deliveries are permitted.

7. Retention of title

- a) Extended retention of title applies exclusively. All goods remain our property until all existing or subsequent claims have been settled. The right from the retention of title and all subsequent special forms also continues to apply until full indemnity from contingent liabilities which we have entered into in the interest of the ordering party.
- b) The treatment and processing of goods subject to retention of title only takes place for us as manufacturer in the meaning of Sec 950 GCC without obligating us. Treated and processed goods are deemed goods subject to retention of title; in the case of goods from other origins, we reserve the right of co-ownership to the new item in the ratio of the invoice value or reserved goods to the total value of the new item.
- c) If the goods subject to retention are linked to other items and one of the items belonging to the ordering party is then considered the principal item in the meaning of Sec. 947 (2) GCC, then the ordering party already transfers co-ownership to us in the ratio of the invoice values of goods subject to retention of title to the new principal item.
- d) We are to be informed immediately of all attachments or other impairments of our rights by third parties by providing all the information required for enforcing our rights.
- e) The ordering party may only sell goods subject to retention of title in the course of normal business, subject to the agreement of a reservation of title, with the proviso that claims of the ordering party arising from the sale pursuant to the following paragraphs f) and g) are transferred to us. Other dispositions of goods subject to retention of title are prohibited.
- f) Claims from any resale are already assigned to us as collateral for our rights under Section 5.a).
- g) If goods subject to retention of title are sold together with goods that we have not delivered, the assignment shall only apply to the invoice value for our goods subject to retention of title. In the event that goods are sold in which we have a co-ownership share subject to paragraphs b)



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and c), assignment shall take place proportionate to the amount of co-ownership. h) With the exception of the revocation permissible to us at any time, the ordering party is entitled to collect receivables assigned to us. On request, the names of the purchasers are to be communicated in order to enable us to collect the receivables upon disclosure of the assignment. All proceeds from assignments to us shall be forwarded to us immediately upon receipt, if and as soon as receivables are due to us vis-à-vis the ordering party. The ordering party is not entitled to assign claims that are assigned to us.

i) The ordering party shall issue the goods subject to retention of title if he has not fulfilled his obligations arising from contracts which have not yet been completed. In this case we are entitled - without prejudice to the obligation of the ordering party - to utilise the goods in the best possible way by selling them in the open market or by auction. The proceeds from the sale shall be offset against the liabilities of the ordering party after deduction of the costs incurred.

j) If the value of the existing collateral exceeds the claims by a total of more than 20%, we shall release securities at our discretion upon request.

8. Warranties

We shall be liable for defects in deliveries under further exclusion of claims as follows:

a) At our discretion we shall correct or perform re-delivery of all parts which prove to be not insignificantly impaired in their utility within 24 months (in the case of multi-shift operation within 12 months) due to a circumstance that occurred prior to the transfer of risk, for instance, due to faulty design, poor building materials or poor completion. Notification of defects must be provided in writing immediately. Replaced parts are transferred into our ownership. If shipment, installation or commissioning is delayed for no fault of our own, liability expires no later than 12 months after the risk was transferred.

b) In the event of defects in electronic control components, we reserve the right to provide warranties in accordance with the warranty conditions of the manufacturer if the ordering party has not entered into an appropriate service contract. In the case of defects on connecting sealing rings which are delivered in excess on request, an obligation to repair only exists insofar as the ordering party himself or his customer is unable to have the replacement performed by his own or a local workshop. Insofar as possible, we will bear reasonable costs for labour. We are to be promptly informed of defects on electronic control components and seals.

c) All of the foregoing warranty claims expire six months from the date of timely complaint, and at the earliest following expiry of the warranty period specified under Section 8.a).

d) No warranty is provided for damages that arise for the following reasons:

Unsuitable or improper use, incorrect assembly or commissioning by the ordering party or third parties, natural wear and tear, faulty or negligent handling, unsuitable building foundations, chemical, electrochemical or electrical influences, insofar as they are not due to our fault.

e) In order to carry out all the warranty work that concerns us, following notification, the ordering party must provide us with the necessary time and opportunity, otherwise we are exempted from any liability for defects. Only in urgent cases of endangerment to operational safety and to the defend against disproportionately large damages, whereby we are to be informed immediately and we have to grant our approval, or if we are in delay in rectifying a defect, does the ordering party have the right to remedy the defect himself or have it remedied by a third party, and to demand reimbursement of the necessary and reasonable costs for the hours worked.

f) In the case of remedies that we implement, we bear the costs incurred in accordance with Sec. 476a GCC, whereby this excludes additional costs such as travel expenses which may arise, however, if the repair is not carried out at the ordering party's premises.

g) For replacement parts and repairs the warranty period is

3 months, if it does not exceed the original warranty period. However, the defect liability period is extended by the duration of the interruption in operation eventually caused by rectification work.

h) Any changes or repairs carried out by the ordering party or third parties without the prior consent of the vendor is deemed to be without prejudice to the liability for any resulting consequences.

i) We accept no liability for claims made by the ordering party or third parties owing to direct or indirect consequential damages beyond the foregoing claims; unless the corresponding guarantees have been given in writing.

9. Liability for accessory obligations

If, owing to our negligence, the ordering party cannot use the goods owing to the failure or incorrect implementation of proposals and consultations prior to or after conclusion of the contract and other subsidiary contractual obligations - in particular instructions for operating and maintaining the delivery item - the provisions of Paragraphs 10) and 11) apply accordingly.

10. Right of the ordering party to withdraw

The rights of the ordering party in the event of total or partial impossibility to deliver or our inability to perform are determined by Sec. 323 ff. GCC with the proviso that the ordering party is only entitled to withdraw from the contract. Replacement claims owing to non-fulfilment - insofar as legally permissible - are excluded.

11. Right of bip to withdraw

The contract shall be adapted accordingly in the event of unforeseen events in the meaning of Section 5.) of the delivery terms, insofar as they have a significant effect on the economic meaning or content of the service and the subsequent impossibility to perform. If this is not economically viable, we reserve the right to withdraw from the contract in full or in part. Claims for damages are excluded in this case. In the event of a withdrawal, we shall immediately notify the ordering party of the extent of the withdrawal, even if an extension to the delivery period was initially agreed with the customer.

12. Jurisdiction

If the ordering party is a merchant, legal entity under public law or special fund under public law, responsible for all disputes arising from the contract is the court responsible for our place of business, whereby we are also entitled to file a lawsuit at courts that come into question for the ordering party. In the same way, insofar as the ordering party is a merchant, a legal entity under public law or a special fund under public law, the agreed place of fulfilment is Brandenburg an der Havel, Germany.

13. Invalidity of individual provisions

The invalidity of individual provisions in the foregoing conditions does not affect the validity of the remaining provisions and the contract as a whole.