

General terms and conditions for deliveries and performances of SONOTRONIC Nagel GmbH

I. Area of application:

These general terms and conditions apply exclusively to all business relationships (deliveries and performances) between SONOTRONIC Nagel GmbH and its customers. No conditions (as business conditions or purchase conditions) stipulated by the customer shall be valid, also if they are not contradictory to our conditions in details.

II. Quotations and conclusion of contracts

Our quotations are not binding and are subject to change without notice. All declarations of acceptance and all purchase orders need to be confirmed by SONOTRONIC Nagel GmbH via the official confirmation of order, in order to be legally effective. Any drawings, depictions, dimensions, weights or other performance data are only binding if expressly acknowledged in written form.

III. Prices

All prices are NET prices and do not include VAT. All prices are ex works SONOTRONIC Nagel GmbH. Packing fees, freight costs and shipping will be invoiced separately.

IV. Terms of performance and of delivery

Any delivery deadlines are only valid if stated in written form and confirmed by our "Order acknowledgement". If binding delivery deadlines have been exceeded, the purchaser will concede SONOTRONIC Nagel GmbH an adequate respite. If the non-compliance of this deadline is due to circumstances which are not caused by SONOTRONIC Nagel GmbH, the delivery deadline will extend adequately. Any claims for indemnity due to a delayed delivery are excluded, unless the delayed delivery can be attributed to gross negligence or intention.

V. Change of product

All product changes are subject to change without notice, as long as it makes a sense or is necessary also retrospectively, in order to maintain the intended use and the efficiency of the product.

VI. Transfer of perils

The risk of deterioration or destruction of the goods ordered is transferred to the purchaser at the moment of delivery to the carrier.

VII. Acceptance

The product/work is accepted when the three functions of completion, commissioning and functioning are determined. In case of a non-coincident approval of acceptance, the product/work is considered as accepted for the purchaser, either with a one side approval of the three functions, unless the purchaser raises no reasonable objection in written form within 10 working days from the one side approval of acceptance that are contradictory to an acceptance.

VIII. Warranty

For technical reasons, sonotrodes (horns), converters and boosters can be given only a 6-months warranty period. All other products are warranted for 2 years from date of delivery. Our warranty regulations are based on the "German purchase right" according to HGB, respectively to BGB or to the BGB law on contracts for work and services, if a working facility has been built. The purchaser is to concede SONOTRONIC Nagel GmbH an adequate period of time and the possibility for supplementary performance (remedy/additional supply), respectively for elimination of the insufficiency. The SONOTRONIC Nagel GmbH warranty, respectively the liability for damages does not cover normal use or damages, which happened after the transfer of perils and which are caused by fault or by inappropriate use.

IX. Limitations of liability

Independently from the legal base, Sonotronic Nagel shall not be liable for any indirect, consequential or punitive damages, whether for breach of warranty or other contract breach, negligence or strict liability.

X. Payment

The invoiced sums are, if not differently defined, net sums which are payable without any deductions or transfer fees within 10 days after date of invoice. If payment has not occurred within 10 days after invoicing date, the purchaser

is defaulting. In such a case SONOTRONIC Nagel GmbH reserves all rights to take any action necessary for collection. Any cost associated in collection will also be the responsibility of the purchaser.

XI. Interdiction to setoff

The purchaser is not allowed to set-off our invoices against his own claims without explicit written agreement, except if the claims to be setoff are entitled as legally effective. The same applies for the right of retention.

XII. Reservation of property rights

1. All goods remain the property of SONOTRONIC Nagel GmbH until all claims against this property have been satisfied in full.
2. The buyer is only allowed to resell the goods subject to retention of title within the normal range of business practices. The buyer however will until full payment is received, relinquish the receivables on the properties as safety. SONOTRONIC Nagel GmbH willingly accepts the assignation.
3. If the conditional goods are processed or integrated into other goods as an essential part of these goods, respectively if they are mounted in or mixed with other goods, which do not belong to us, SONOTRONIC Nagel GmbH becomes a partial owner of the so generated new goods, to the rate of the original value of the goods belonging to SONOTRONIC Nagel GmbH. If now, the new product is sold, then paragraph 2 of this point will accordingly get effective. In such a case we acquire a partial title of the claim according to our part-possession. We accept the cession.
4. In case the value of all security rights exceeds the amount of all secured claims by more than 20 %, we are disposed to release a respective part of the security rights on demand of the purchaser.

XIII. General

1. All contracts between the parties are subject (without exception) to German law.
For the privity of contract with our customers the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded and there is applied the German law without exception. This applies also for the relation with foreign customers.
2. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. The same applies for regulations belonging to these GT&Cs.
3. Place of fulfillment for our performances and deliveries is Karlsbad/Germany. Place of venue for disputes about contracts between businesspeople is the "Landgericht" court in Ettlingen, Germany. In all other cases it is the "Amtsgericht" court in Karlsruhe, Germany.