

General sales terms and conditions of PFARR Stanztechnik GmbH

As of 02/2016

Article 1: General

1. These general terms and conditions of sale are a constituent part of any offer or contract with respect to any delivery of goods or provision of services associated with our commercial activities.
2. terms and conditions, even where known, do not form a part of the contract unless specifically agreed in writing.

Article 2: Contract conclusion

1. Our quotations are non-binding unless specifically otherwise agreed in writing.
2. Acceptance of an order may follow by written confirmation, via text or as evidenced by delivery of the order.

Article 3: Tooling and design ownership

Tools built or bought by us in performance of an order including tool- and related designs remain our property. This applies in every case, whether or not the buyer has paid in whole or in part for the tooling. The only deviation from this rule occurs when the buyer provides us with the required tooling which

Article 4: Prices and transportation costs

1. Our quoted prices are ex-works Buttlar (point of dispatch) excluding packing and transport costs.
2. Unless otherwise stated our quoted prices are exclusive of the applicable statutory (VAT) value added or sales tax

Article 5: Delivery and agreed delivery times

1. Agreed delivery dates are subject to the timely availability of raw materials, tooling and semi-finished parts, unless otherwise agreed in writing.
2. We reserve the right to support customers with partial deliveries.
3. Force majeure, and other delays outside our influence such as industrial disputes, production issues, delayed or missed deliveries from our suppliers, transport problems outwith our scope of influence, allow us to delay delivery by the duration of the external delay and an additional re-start period, following resumption of normality or to cancel the contract in whole or in part.

Article 6: Transfer of risk

The risk of accidental loss or deterioration of the goods concerned devolves to the buyer upon transfer of the goods concerned to the transporting company or other person nominated with responsibility for the delivery.

Article 7: Statute of limitation

Any claims for defects are limited to twelve months from the date of delivery of the goods concerned, unless different statutory regulations apply, in particular if defects are:

- fraudulently concealed by us
- there is a valid claim for compensation based on gross negligence on our part
- there is loss of life, physical injury or damage to health owing to the willful or negligent breach of duty.

Article 8: Rights surrounding defects

1. The buyer is obliged to report to us obvious damage or material defects to parts delivered within two weeks of such delivery. Otherwise no claims can be accepted unless there is clear fraudulent intent on the part of the seller. The timely dispatch of the goods concerned is sufficient evidence of the effective date.
2. The same applies if the wrong parts or quantity are delivered insofar as the alternative goods supplied deviate so much from the parts ordered that the tacit acquiescence of the customer is obviously not applicable
3. We undertake to fulfil the contract by replacing defective parts.

Article 9: Guarantee

1. Independently of paragraph 8 we offer a guaranteed shelf-life only insofar as individual agreements have been concluded.
2. in case of defective parts we undertake to replace these. If the replacement is associated with unreasonable costs, we reserve the right not to replace the parts concerned.
3. If no replacement is made, is refused by us or is deemed unreasonable, the buyer has the right to choose financial compensation reduction of the purchase price or cancellation of the contract. In case of minimal defects or damage, the buyer has no rights to cancellation.
4. Where the buyer chooses to cancel the contract due to defects or damage or failure on our part to replace parts due to unreasonable associated costs, there is no right to any further claim for damages. If a compensation claim is made, the goods remain with the buyer – where this is reasonable. Unless there is fraudulent intent by the seller, compensation is limited to the difference between the purchase price and reduced value of the goods concerned.
5. These damage limitations do not apply where there is loss of life, physical injury or damage to health due to a culpable breach of duty on our part or on that of our vicarious agents. The damage limitations do not moreover apply in the case of product liability infringements.

Article 10: Retention of title

1. We retain title to the goods concerned until full payment of any debts arising from our ongoing business transactions.
2. The buyer has the right to sell on any goods in a normal business transaction. We are immediately as-

signed any associated receivables from third parties arising from the further sale. We accept the assignment and the buyer thenceforward becomes responsible for the collection of the debt from the third party in their own name.

3. Modification or re-working of the components by the buyer takes place in our name and on our behalf. Where the on-processing includes combination with other parts not owned by us, our interest in the new products amounts to the proportionate value of our components versus the overall new component total value. The same concept applies to the situation where our components have been mixed with others to which we enjoy no title.

4. Where requested by the buyer, we commit ourselves to release any surety, particularly assigned debts where the value of the assigned sureties provided to us in line with the terms of our retention of title clause exceed the total value of the customer's debt by more than 20%

Article 11: Payment

Unless otherwise contractually agreed in writing, the buyer is obliged to settle any invoice within thirty days of receipt of the invoice and goods. After this period the buyer is in default.

Article 12: Limitation of liability

1. Our liability for compensation is dependent on willful intent or gross negligence according to statutory provisions.

2. We are also bound by the applicable laws where there is loss of life, physical injury or damage to health owing to the willful or negligent breach of duty, as well as in situations of product liability.

3. In all other cases of culpable dealing due to simple negligence, we accept financial responsibility for material losses. and only in the event of the non-fulfilment of substantive contractual obligations which are central to the fulfilment of the contract which the buyer is reasonably entitled to expect, In such cases the financial compensation is limited to typically predictable damages or losses. Compensation is excluded for all other instances on contract non-fulfilment where these are due to simple negligence.

4. The buyer is obliged to inform us in writing before the contract conclusion of any unusually high risks, atypical potential damages and/or exceptionally high loss levels.

5. If the buyer provides free-issue material, we are not responsible for issues arising out of any quality defects in that material. Where the material is damaged or destroyed by us during processing or otherwise rendered unusable, we are still entitled to payment, unless the damage is demonstrably caused by negligence on our part.

6. Information on the use of our products, technical advice and other information volunteered is provided to the best of our knowledge but without commitment or guarantee, including in relation to the potential intellectual property rights of third parties; and does

not release the buyer from the obligation to independently establish the suitability of our products for the intended application.

7. Our liability is limited to circumstances of malicious intent or gross negligence.

Article 13: Final provisions

1. The place of performance is the location of our plant.

2. Our place of business is the only place of jurisdiction for the resolution of any dispute arising out of our contract

3. The laws of the Federal Republic of Germany shall govern our contract

4. If any individual provision of this contract, including these general provisions, are or become untenable, this does not affect the applicability of the other provisions of the contract. A wholly or partially untenable provision should be replaced by a valid clause of approximate economic equivalence.

Article 14: Data processing

The buyer is herewith informed that any personal data stored in order to facilitate the business is used and transmitted only within the terms allowed.

