

Sales, Delivery and Payment terms of Hornung GmbH INDUPRESS & Co. KG

1. General

- 1.1. This sales, delivery and payment terms are legally binding for all of our sales, deliveries and services. Subsidiary agreements, changes or supplements are only valid with our written confirmation.
- 1.2. The contract is subject to the law chosen by us. Contract statute for all of our sales, deliveries and services is the German law. Different international laws and regulations are excluded.
- 1.3. Trading conditions of the buyer – no matter what kind – are not firm for us and become invalid through our general trading conditions.

2. Offers, confirmation of orders, prices

- 2.1. Our offers are subject to change. Documents to the offers, like sketches, drawings, illustrations, descriptions, weights and other dimensions etc. are only approximately determinant, if we not explicit assure that they are firm. The same goes for documents and data of the manufacturer.
- 2.2. All documents that belongs to the offer still remaining to our property. They should not accessible to third persons without our authorization and have to be given back to us if requested, especially if the order was not placed.
- 2.3. Confirmation of orders, order modifications and additions, subsidiary agreements and assertions have to be confirmed by us in written form to become legal consequences.
- 2.4. Prices are ex works, without packing, transport insurance, mounting and value added tax.
- 2.5. We reserve the right to calculate the valid prices at the day of delivery, if the prices for material and salary have increased during the time period between confirmation of order and delivery.
- 2.6. Mounting and installation are not included in the prices.
- 2.7. If the installation will be done by us on wish of the buyer, the buyer has to confirm the working hours of our installer if requested. In addition the buyer is firm to give a written confirmation of finishing the installation immediately to our installer. We will decline any liability for the work of our installers and assistants which does not contend to the delivery and mounting or for works which are caused by the buyer.

3. Delivery

- 3.1. Agreed delivery dates are approximately and not binding and are understood ex works or ex stock. They become valid with receiving the agreed advance payments and the requested documents from the buyer. Claim for damages because of culpable delayed delivery are excluded. Unforeseen events like e.g. force majeure, strike, lockouts, shortage of material, restriction of activities etc. authorize us to cancel the delivery total or partially
- 3.2. Partial deliveries are allowed.
- 3.3. Shipments will be done on customer's account and at his own risk. If requested by the buyer the delivery will be insured at own expense.
- 3.4. Packing will be charged to the buyer as cheap as possible and can not taken back.

4. Payment

- 4.1. By acceptance of bill of exchange or cheque the payment is occurred if the bill of exchange or cheque is cashed. Discount, exchange tax and other charges which result on the acceptance of bill of exchanges or cheques will be charged to the buyer.
- 4.2. If exceeding the credit period we will charge subject to the valid credit interests, but at least 3% more than the respective Federal Bank discount rate. In case of total or partially default of payment, also by agreed partial payments the complete outstanding amount has to be paid immediately.

5. Reservation of proprietary rights

- 5.1. The delivered goods and all furnished other services in this context remain to our property until they are fully paid. The reservation of proprietary rights is also valid as protection for our balance claim on actual invoices.
- 5.2. By fabrication, combination and mixing of the delivered goods with other goods, - that do not belong to us -, through the buyer, we become co-ownership on the new products in relation of the amount of invoice of the delivered goods to the amount of invoice of the other products. Our rights for co-ownership which result after this are valid correspondingly as retained goods according to these conditions.
- 5.3. The products that we have delivered (machines, devices, spare parts and accessories) remain to our property until the purchase price is fully paid. A further sale or a fabrication that can not be selected of our delivered goods without our definite agreement before the purchase price is fully paid is not allowed.
- 5.4. This declaration is part of the agreements of purchase, too. The buyer is not authorized for other instructions of the goods, especially transfer of ownership and pledge.
- 5.5. If the goods will be processed or raw, alone or together sold with other goods, which do not belong to us, the assignment of claim out of further selling is only valid in rate of the invoice amount of the product.

- 5.6. The buyer is authorized to collect claims out of the further selling. We reserve the right to cancel the direct debit authorization and disclosure of the assignment regarding third party for the case that the buyer comes into delay of payment or if there's made an application for opening bankruptcy proceeding or insolvency proceeding for the capital of the buyer.
- 5.7. If the value of the existing securities exceed our claims in total more than 20%, we are bind to release the surety on our own choice on request of the buyer.
- 5.8. The buyer has to inform us immediate if the surety good will be seized or in another way impaired through a third party.
- 5.9. The buyer has to insure the delivered goods (under reserved ownership) at his expense against fire, larceny and other damages in sufficient rate.

6. Mounting and setting into operation of machines and devices

- 6.1. Our sales, delivery and payment terms are valid for this purpose correspondingly. We assure most careful execution of order as far as the services are included in the scope of delivery and definite in written form. If requested the necessary assistants have to be provided by the customer. Construction work has to be done from the buyer. The installation costs will be invoiced separately according to our installation standards and taking our proofs for working hours and delivered installation material as a basis. In the case of return of the conventional delivered goods the payment will be based on corresponding possibilities of re-use minus possible freight charges for return and corresponding service charges.
- 6.2. The operator has to get the official approvals in time before installation and set-up as well as to fulfil the legal requirements and requirements provided by the operator.

7. Repairs

- 7.1. Repairs on machines and devices will be done short-termed and - if possible - in the factory of the buyer.
- 7.2. Devices and parts of devices that can be repaired only in our factory or in the company of the manufacturer should be delivered to us free house. The charges for the repair will be charged based on actual expenditure.

8. Warranty

- 8.1. We guarantee from day of dispatch, namely for
 - new machines and devices according to guarantee period of manufacturer (normally 12 month)
 - second-hand, however reconditioned machines and devices for a period of 6 month
 - spare parts and accessories only the supplier obligated against us.Excluded from the warranty are wearing parts like coverings, springs, insulations etc. We substitute or repair defective parts that are under warranty on our own choice. Replaced parts become our ownership and should send back to us. If we can not repair or substitute the parts the buyer has the right to reduce the purchase price or cancel the contract on his own choice. In this case the buyer will get back the paid purchase price of the affected part of the order. A further substitution for material defects or legal defects especially for defect consequential damages, lost profit as well as compensation for non-fulfilment or delayed fulfilment are excluded. The same applies for installation works or other services. If we send an installer to find supposed defects the buyer has to bear the costs if the complaint was unfounded or not justifiable for us.
- 8.2. Specifications of warranty are valid by premised a safe operation and retention of delivery volume. If modifications or repairs will be done without our consent our warranty expires.
- 8.3. Not reconditioned second-hand machines / devices and repairs are excluded from the warranty.

9. Place of jurisdiction

Place of performance and place of jurisdiction for both parties is Aschaffenburg. The place of jurisdiction Aschaffenburg is also valid for cheques, bill of exchanges and other currencies.