

General terms & conditions for customers

General Terms & Conditions for the customers of the company FD Waagenbau GmbH (herein simply referred to as the seller)

All sales contracts are exclusively executed at the terms and conditions of the seller. Eventual other or different purchase terms and conditions of the buyer will neither be accepted, nor recognised in our order confirmation. By accepting the goods, the buyer also approves and accepts these terms and conditions. Any discrepant or different arrangements require the written form and approval of all parties for validity.

1. Offers and sale contracts: are valid, and not binding up to the date of delivery. Buyer's purchase conditions are never applicable, not even if no formal rejection was given by the seller.

2. Prices: All prices are in Euro and non-binding up to the date of ex-works, by the Seller. The applicable valid prices are invoiced on the date of shipment less eventual discounts, or reductions. The applicable VAT rates always add to these prices. Packaging is not included in price. All offer prices / service prices / all-inclusive prices are exclusive of a 2.8% energy cost and raw material cost allocation.

3. Feasibility and functional test: In the order case the provision of test material and unused test arrangements is necessary in a sufficient quantity without being asked. The costs for the provision are for debits of the customer. With the material provided by the principal test attempts are carried out to check the demands for the construction of the arrangement and if necessary to optimise. The guarantee as well as damage compensation entitlements are, the same which manner, in principle impossible at missing test material/test arrangements. During the putting into operation it can become necessary to adapt the plant to the local conditions. The provision of a safety data sheet and a proof of material compatibilities is prerequisite for the putting into action of the project at potentially harmful to health media. The proof is carried out at the expense of the customer. At a missing or technically impossible material compatibility a right of withdrawal of the order is entitled to the contractor, this also applies to rejection of constructively conditional additional costs.

All costs resulted till then are to be refunded by the principal.

4. Payment terms: Sales within Germany: For goods up to € 10,000: For sales of consumer goods, the amount of the invoice is due in full by latest 14 days after the invoice date. Compensations and withdrawals of any kind whatsoever are excluded. Invoices for repair, assembly, and installation works are due within 10 days after the invoice date. For goods over € 10,000, the following terms of payment apply, depending on the agreement: 50% upon receipt of the order confirmation, 40% upon receipt of the notification of readiness for dispatch, 10% 14 days after date of invoice, each without any discount. **Sales abroad:** The goods are 100% in advance upon receipt of order without discount within 14 days.

General: Payments are deemed as executed strictly on receipt of money on the Seller's account. Late payments shall be increased by the actual interest rates normally applied for unsecured bank loans. If an order is collected/shipped past the agreed deadline for any reason that is not directly related to the Buyer, the Seller shall invoice the goods as-is in the actual production status. The Seller's reserves itself the right of executing timely and appropriate shipment to the Buyer at its discretion.

5. Retention of ownership: The goods remain a full property of the Seller until successful payment by the buyer of all pending invoices, and outstanding amounts. If a buyer decides to resell any goods, whose property is still retained by the seller, all rights and receivables generated by the aforesaid sale shall be automatically transferred to the seller, so that payment may not be seized, nor collected by any other third. In any such case, detailed information must be supplied to the seller on request. Any failure of the Buyer to comply with its obligations will immediately give title to the Seller to recover or make otherwise arrangements of the goods without having to recourse any court order. The buyer is to promptly inform the seller of any third party's action involving seizure or dispossession of the goods under retained ownership of the seller.

6. Packing: Packing and packaging will be charged at current cost. Packaging is one way and cannot be returned to the seller.

7. Shipment: The goods are always shipped at buyer's own costs and risks, unless otherwise agreed by the contract parties. The goods are to be picked-up by the buyer as soon as they are notified by the seller as ready for shipment. Failure to promptly collect the goods, shall give right to the Seller to either forward the goods, or stock them in its place under exclusion of any liability except wilful loss and/or damage.

8. Lead-time: The lead time is always meant indicative, and not binding starting from the date of the confirmed order after clearing of all technical and other details. Lead time is always dependent on the occurrence of unexpected events and problems during the production, including but not limited to major force events, transport delays, and operating disturbances either in-house, or at the shippers. buyers remain obliged to acceptance of the goods, even in case of late deliveries.

9. Engineering, shape, and colour changes: The seller reserves itself the right of changing the construction, shape, or colour of the goods whenever needed at own discretion, or further to a specific instruction of the calibration authorities. Pictures, figures, descriptions, weights, dimensions, performance, colour and so on are strictly always released for mere, and not binding information.

10 Complaints: Claims of the buyers relative to the goods, or invoices shall not be binding on the Seller. Eventual claims must be notified shortly after receipt of the goods and in no case later than 8 days from the handover of the shipment.

11. Warranty: The sellers undertakes to repair or replace free-of-charge any goods or parts, which are proven to be faulty in design, material or workmanship providing that notification is given the buyer to the seller during a time of 12 months from the date of delivery. The place of warranty execution is Fürstenwalde. The warranty does not cover for transport costs. Consequentially, freight is always charged to the buyer. The warranty does not cover for damages resulting from normal or use-related machine wear, or machine wear resulting from the accumulation of dirt or corrosion etc.... This warranty is only valid for buyers of brand new equipment from the manufacturer, and cannot be transferred to thirds. The warranty does not cover: a) Damages resulting from vandalism, misuse, or improper maintenance, and b) damages resulting from repairs or modifications that were carried out by unauthorized thirds. The seller is allowed no replacement, or discount, not even if the warranty repairs show the same or other defects, or fails to provide an effective remedy. The seller is also not responsible for consequential damages. For all sub-supplied parts, the seller's liability shall be strictly limited to the same warranty and lead time conditions as granted by the original manufacturer. Additional claims of the buyer are herein rejected regardless of their legal ground. Therefore, FD Waagenbau GmbH is not responsible for damages that are not strictly related to its supplies; More specifically, FD Waagenbau GmbH shall accept no liability for missed profits, and general financial damages incurred by the buyer. The seller is not liable in any way whatsoever for claims related to lack of buyer's compliance with the instructions for use, or misuse of the machines by the buyer. For software, the warranty is limited to compliance with the respective literature and documentation. The present state of art, and technology does not allow a total exclusion of possible software troubles.

12. Liability: The seller's liability is limited to gross negligence, not including vicarious (secondary) liability that arises from gross negligence of any third party that had the right, ability or duty to control the activities of the violator.

13. Execution place: The place of execution of all contractual obligations between the parties is Fürstenwalde. The place of jurisdiction is Gera. However, the seller may alternatively have recourse also to the Court of the Buyer's place. All contractual relationships are governed by and construed in accordance with the laws of the Federal Republic of Germany, to the exclusion of the laws and conventions on contracts for the International Sale of Goods.