

## Terms and Conditions

Bastian CNC sheet GmbH

Industrial Road 7 / D-76477 Elchesheim-Illingen

### 1 Validity

1.1 Unless otherwise agreed in individual contracts provisions shall apply these terms and conditions. All contracts for supplies and services which we, the CNS-sheet BASTIAN GmbH, conclude as a service to a customer / buyer. In other contracts with the same customer these Terms and Conditions shall also apply, if not pointed out.

1.2 Any deviating or supplementary conditions of the Purchaser are hereby rejected and are not binding on us, unless we have expressly agreed to them in writing.

1.3 Our terms and conditions also apply if we carry are aware of conflicting or deviating conditions of the buyer of our deliveries to the customer without reservation.

### 2 Range and scope of delivery

2.1 Our offers are not binding.

2.2 The scope of delivery, unless otherwise agreed, the written confirmation of order shall prevail. Ancillary agreements and amendments require the written confirmation from the supplier.

2.3 to cost estimates, drawings and other documents, the supplier property and copyright exploitation rights without restriction, they may not be made available to third parties. Are drawings relating to quotations and other documents if the order is not granted, upon request, be returned to the supplier immediately.

### 3 Price and Payment

3.1 Prices shall be ex works excluding packaging Elchesheim-Illingen. At the prices the statutory sales tax at the applicable level.

3.2 Payments shall, unless otherwise agreed, without paying office of the supplier within 8 days of delivery.

3.3 The Purchaser may set off only those claims that are undisputed or legally binding.

#### 4 Delivery time and shipping delay

4.1 The compliance of the agreed delivery period presupposes the timely submission of all to be delivered by the Purchaser, permits and approvals and the fulfillment of other obligations of the Purchaser. If this is not the case, the period is extended accordingly, unless the supplier is responsible for the delay.

4.2 The delivery deadline is met if the delivery item has left the plant of the supplier until it expires or the readiness for dispatch has been notified.

4.3 If non-compliance with the delivery period due to force majeure, labor disputes or other events which are beyond the control of the supplier due, so the delivery time is extended accordingly. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.

4.4 If the Supplier is in default, the purchaser may rescind the contract if the supplier is responsible for the delay and the supplier to meet a reasonable deadline for delivery to expire fruitless.

4.5 Other claims for delay are governed exclusively by section 7

#### 5 Risk and Shipping

5.1 The risk shall pass to the dispatch of the goods to the buyer, even if partial deliveries are made or the Supplier other services such as has taken over the shipping costs or delivery.

5.2 If delivery is delayed due to circumstances for which the customer is responsible, the risk shall pass from the date of readiness for shipment to the customer.

5.3 At the request of the Purchaser, the consignment will be insured by the supplier according to him at his expense.

5.4 Partial deliveries and deviations from the quantities of up to + / - 10% are permitted, provided it is reasonable in consideration of the interests of the buyer for this.

#### 6 Rights in case of defects

6.1 The Buyer shall inspect the goods and services immediately upon receipt if defects are present. If defects are found, they must immediately be reported in writing no later than 10 days after the transfer of risk. Hidden defects must be notified immediately within 10 days after discovery.

6.2 Defective parts of the delivery or performance to be improved, as the supplier or supplied new or newly provided.

6.3 To carry out all the suppliers deem necessary repairs and replacements to the customer shall give the supplier the time and opportunity. Otherwise, the supplier is exempted from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent excessive damage, the supplier shall be notified immediately, the purchaser has the right to remedy the defect himself or others and to demand compensation from the supplier for the necessary expenses.

6.4 If the repair or replacement has failed or the supplier leave him a reasonable period for repair or replacement without remedying, the Purchaser without prejudice to any claim for damages has acc. Section 7 the right to reduce the contract price in accordance with legal requirements or to withdraw from the contract. In case of minor defects, however, the buyer only has the right to reduce the contract price.

6.5 In the event of unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, improper storage, improper maintenance, unsuitable operating materials, chemical, electrochemical or electrical influences or from non-reproducible software errors are no claims for defects if they are not the responsibility of the supplier. Be made by the Purchaser or third parties improper modifications or repair work, so for these and the consequences will be no claims for defects. The disclaimer also applies if the defect is due to a material supplied by the customer.

6.6 Warranty claims expire after 12 months. When a violation of life, body or health, intentional or grossly negligent breach of duty of the supplier and in case of fraudulent concealment of a defect, the statutory time limits apply. The statutory time limits also apply to recourse (§ 479 paragraph 1 BGB), for defects in the construction or delivered items that were consistent with their common purpose for a building and have caused its defectiveness (§ § 438, paragraph 1, No. 2 and 634a paragraph 1 No. 2 BGB).

## 7 Liability

7.1 For damages that are not caused to the item itself, the liability, on whatever legal reason.

7.2 The exclusion of liability, however, does not apply in cases of intent or gross negligence, culpable injury to life, body or health, defects which have been withheld, in the assumption of a guarantee or procurement risk, in breach of contract or defects in the delivery item where there is liability under the Product Liability Act for personal injury or damage to privately used objects.

7.3 In case of culpable violation of contractual obligations, the claim for damages in case of slight negligence is limited to typical and foreseeable damage.

7.4 In the event of breach of contractual obligations, such as information and advisory duties, the digits 6 and 7 shall apply accordingly.

7.5 If the Purchaser is entitled to claims under section 7, shall expire in accordance with this Section

## 8 Retention of title

8.1 The Supplier shall retain title to the delivered goods until fulfillment of all claims against the buyer of the business relationship. If the value of all security interests, available to the supplier, the value of all secured claims by more than 20%, the Supplier shall, upon request of the purchaser a corresponding part of the security.

8.2 The Supplier shall be entitled to insure the delivery item at the customer's expense against theft, breakage, fire, water and other damages, unless the buyer himself has taken out the insurance proven.

8.3 The Buyer may not resell the delivery item, assign it as security. Of seizures, seizure or other third party, he must notify the supplier without delay.

8.4 In breach of contract, in particular default in payment, the supplier to take back the goods delivered is entitled to warning and the customer is obligated to.

8.5 Due to the reservation of ownership of the delivery supplier can only demand, when he resigned from the contract.

8.6 The application for opening of insolvency proceedings shall entitle the Supplier to terminate the contract and demand the immediate return of the item.

## 9 Jurisdiction and Applicable Law

9.1 For all disputes arising from the contractual relationship shall be filed with the court responsible for the supplier is to be raised. The supplier is also entitled to sue at the headquarters of the customer.

9.2 The contractual relationship shall be subject to German law by the German Commercial Code and the Civil Code apply.