

General Terms and Conditions of Sale

I. Preamble

1. The Seller's deliveries, services and offers are made subject exclusively to the present terms and conditions of business. These therefore also apply to all future business transactions even if they have not been expressly agreed in the particular case. The terms and conditions shall be deemed accepted at the latest on acceptance of the goods or the service. The Purchaser's counter-confirmations making reference to its own terms and conditions of business or purchase are hereby repudiated.
2. All agreements between the Seller and the Purchaser for the purpose of performing the present Contract are to be laid down in writing in this Contract.

II. Contract and goods

1. The Seller's offers shall not be deemed binding but merely serve as an invitation to the Purchaser to submit an offer. Contracts are created through the Purchaser's order and the Seller's acknowledgement.
2. Samples or specimens are merely non-binding examples and do not constitute a warranty of characteristics.
3. Statements and information regarding fitness and application of the goods are non-binding and do not release the Purchaser from the obligation of making its own checks.

III. Delivery lead time

1. The delivery lead time commences when the confirmation of order is sent, but not before the Purchaser has provided the documents, approvals, releases required of it and not before receipt of an agreed payment in advance. The delivery lead time shall be extended by a period corresponding to the duration of any industrial strife, in particular strikes and lockouts or of any unforeseen hindrances which lie beyond our control, e.g. disturbances of operations, delays in the deliveries of essential materials to us as long as such hindrances can be proven to have a substantial influence on the delivery of the ordered goods. This shall also apply in cases where such circumstances occur at our subcontractors'. The delivery lead time is extended according to the duration of such measures and hindrances. We shall not be held responsible for the circumstances described above even if they occur during an already existing delay. In important cases, we shall inform the Purchaser of the beginning and the end of such hindrances without delay.
3. During the delivery lead time we reserve the right to make changes in design or shape due to technological improvements or legal requirements, provided that the product to be delivered is not altered substantially and the Purchaser can be reasonably expected to accept the changes.

IV. Annulment Costs

1. Should the Purchaser withdraw an already placed order without justification, then, without prejudice to a possible claim to actual further damages, we may require the payment of 20% of the purchase price in compensation for costs incurred through work on the order and loss of earnings. The Purchaser has the right to prove that our loss was lower.

V. Packaging, Shipment and Laws

1. Packaging shall become the Purchaser's property and will be charged for by us. Postage and packaging will be shown separately in the invoice. The selection of the mode of transport shall be made according to our reasonably exercised discretion.
2. The Purchaser shall be responsible for ensuring compliance with statutory and other official regulations relating to the importation, delivery, storage and use of the products delivered by the Seller in the country of destination.

VI. Shipment and Passage of Risk

1. Risk shall pass to the Purchaser as soon as the goods have been handed over to the person performing the transport or have left the Seller's works for the purpose of shipment. If shipment is delayed at the Purchaser's request, risk shall pass to it when it is notified of readiness for shipment.

VII. Warranty

1. We shall give warranty for defects in the delivered goods as follows:
 - a) The Purchaser shall notify the Seller in writing that the goods are in breach of contract (e.g. wrong goods, rethibitory defects, wrong quantities) within three weeks of receiving the goods with an exact description of the type and extent of the breach of contract. The Purchaser may require the cancellation of the contract or a reduction of the purchase price only if the substitute delivery or repairs provided by the Seller do not prove successful within a reasonable period of time.
 - b) Natural wear and tear and breaches of contract for which the Seller is not responsible, are not subject to warranty.
2. In cases of simple negligence and the Seller's liability is limited to the breach of major contractual obligations.
3. Liability is limited in all cases to the indemnification of foreseeable loss or damage.

VIII. Reservation of Title

1. We reserve title to the delivered goods until they have been paid for in full.
2. In the event of conduct in breach of contract on the part of the Purchaser, in particular in the case of default on payment, after having sent a reminder we are entitled to take back the goods and the Purchaser is under the obligation to hand them over.

IX. Terms of Payment

1. payment in advance

X. Place of Performance and Jurisdiction

1. The place of performance is Westheim / Rhineland-Palatinate.
2. In all cases of litigation under the present contract, action is to be filed with the court which has jurisdiction over our principal place of business. We also have the right to file action at the Purchaser's principal place of business.
3. German law shall apply exclusively, barring the application of the laws on the international sale of movables, even if the Purchaser has its company headquarters abroad.

XI. Miscellaneous

1. Any assignment of the Purchaser's rights and obligations under the contract entered into with us requires our written consent in order to be effective.
2. Should the present General Terms and Conditions of Sales be made known to the Purchaser in a language other than the language in which the contract was executed (the Contract Language), this is done merely to facilitate understanding. In cases of different interpretations, the text written in the Contract Language shall apply.
3. Should any provision be or become void, this shall not affect the validity of the remaining provisions.

TeleDart GmbH & Co. KG / Germany
01. October 2017