

## **General Business Terms and Conditions**

### **1. Scope of delivery**

The following terms and conditions apply to all deliveries and services. The contractual relationship is defined by EICH's written confirmation of the order. Secondary agreements and changes must be confirmed by writing.

### **2. Price and Payment**

#### 2.1

Unless otherwise agreed, the prices apply FCA, that is, inclusive of loading by the supplier but exclusive of the costs of packaging and transport.

#### 2.2

Unless otherwise agreed, payment is to be made within 30 days of receipt of the invoice without discount.

#### 2.3

The buyer has the right to withhold payments or to credit counterclaims against payments only to the extent that the counterclaims are undisputed or have been ruled legally against.

### **3. Delivery Schedules, Delivery Dates**

#### 3.1

The time of delivery is based on the agreements between the contracting parties. The supplier's adherence to the schedule is based on the assumption that all questions relevant to on-time delivery such as the production of documents, approvals, etc, to be obtained by the buyer has been clarified by discussion between the contracting parties.

#### 3.2

The delivery deadline is considered met if the object of delivery has left the works or if the buyer has been informed that the object is ready to be shipped.

#### 3.3

If shipment or acceptance of the object of the delivery is delayed for reasons which are the fault of the buyer, the costs arising from such delay can be charged to him.

#### 3.4

The risk associated with delivery FCA passes to the buyer as soon as the object of the delivery has left the supplier's works. This also applies if partial deliveries are being made.

#### 3.5

The supplier retains ownership of the object of the delivery until all payments based on the delivery contract have been received.

### **4. Warranty**

#### 4.1

The buyer has the obligation to install the ordered product in accordance with the installation instructions, which are attached to the object of delivery. These instructions must conform to the most recent technical standards. An additional requirement for lodging a complaint is proof that proper maintenance has been carried out, provided that the supplier/OEM has specified appropriate maintenance intervals.

#### 4.2

Any parts of the delivery which have proven to be defective as a result of circumstances existing before the transfer of risk will be either repaired or replaced at the discretion of the supplier without charge. The supplier must be informed immediately in writing and with a photo documentary if any such defects are found. The buyer must provide proof of the defect.

#### 4.3

A sufficient period of time, to be arranged between the parties, is to be allowed for any repairs or replacements judged necessary.

#### 4.4

The supplier's warranty does not cover cases of improper use or installation, cases of defective or negligent treatment/operation, or cases of improper maintenance and normal wear. The same is also true for any change which the buyer may make to the object of the delivery without the previous agreement of the supplier.

#### 4.5

The supplier is liable for damage which occurs for whatever reason to anything other than the object of the delivery itself only the damage was intentional or the result of gross negligence. This exclusion of liability does not apply in cases in which the product liability law holds the supplier liable for a defect in the object of the delivery and for the personal injury resulting there from.

### **5. Limitations**

#### 5.1

All claims which the buyer may make for whatever legal reason become invalid in twelve month after start-up or in maximum of fifteen month after the transfer of risk.

#### 5.2

The statute of limitations specified by law applies to any malicious intent or fraudulent behaviour of the supplier and to cases of claims made in the accordance with the product liability law.

### **6. Applicable Law, Place of Jurisdiction**

#### 6.1

The parties agree that German law shall apply.

#### 6.2

The place of jurisdiction is Hattingen.