

General Terms and Conditions

General Terms and Conditions of Business

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herein after named „REICH“ and contracting party called „client“.

Delivery and payment conditions

§ 1 Scope

Unless not otherwise agreed the following general terms and conditions of business shall exclusively apply to all contracts between REICH and client.

Client shall deemed to have full knowledge of the terms and conditions of sale herein and such terms shall be binding if either the order is accepted by REICH or the goods referred to herein are delivered to or by the client.

Any different conditions and terms of client are herewith objected and shall not apply but REICH's conditions shall prevail even if any different terms are not explicitly opposed by REICH or if client declares his intention to conclude the business only on his own terms.

REICH general terms and conditions of business shall also be valid for all future contracts between REICH and client.

§ 2 Quotation and order

1. REICH quotation shall be without obligation and not binding. The client's acceptance of quotation and / or placement of order has to be executed in writing, electronic form, data transmission or machine readable data media and shall not be effective unless confirmed by REICH in writing or electronic form. Any order or collateral agreement shall not be binding unless confirmed in writing, electronic form or by data transmission or machine readable data media.
2. Any dimensions, descriptions or other explanations given in product descriptions, samples or drawings are to be considered nonbinding material giving only an approximation of specification and no legal rights are derived from the said descriptions, samples or drawings. All individual contract data shall prevail any product description. In case a client's order based on his drawings, plans or any of his technical documentation, those documents are valid and binding for REICH and shall exclude any responsibility of REICH for any mistake in these documents.
3. If the client accepts the quotations or proposals with additions, modifications, qualifications or assumptions, such acceptance shall be considered a new offer by the client. Any such new offer shall only be binding upon REICH if and to the extent it is accepted by REICH in writing. Any silence from REICH shall not be considered as silent consent or any order confirmation.
4. The written order confirmation of REICH shall prevail in any questions suffering to the range of delivery. Any modifications and amendments of collateral agreements have to be made in writing and have to be confirmed in writing by REICH. With the acceptance of order by REICH, latest with delivery of ordered goods client acknowledges the exclusive binding nature of these terms. Client is not entitled to transfer the business to any third party without prior written consent of REICH.

5. Irrespective of all existing statutory cancellation rights REICH is entitled to cancel the contract in case of initiation of insolvency proceedings on the assets of the client or the refusal of insolvency proceedings for insufficiency of assets.

In case the client temporarily suspends payment, REICH is entitled to cancel the contract after unsuccessful expiry of a reasonable final deadline.

6. The preparation of quotation or proposals as well as the check of technical data (documents) and inquiries are subject to costs and will unless not otherwise agreed be charged with 80,00 €/h net.

7. The minimum order value is 250,00 € net.

§ 3 Prices and payment terms

1. All prices are fix and firm exw factory exclusive vat legally due at the date of invoice. Unless not otherwise agreed all prices shall not include domestic packing, carriage to agreed destination, customs and custom formalities. Those costs will be charged separately and submitted to the client.
2. All prices indicated in quotations or order confirmations are based on the costs in effect at the date of submission. All prices may at the discretion of REICH be subject to price increase due to price increases for raw materials, third party materials, wages, taxes, fees, duties, costs of documentation and more shall be borne by the client unless the lag between order and delivery is less than four months. Prices of former orders shall not be binding for repeat orders.
3. REICH invoices shall digitally be issued to the client unless not explicitly otherwise demanded by the customer.
4. The settlement of account unless otherwise agreed is due and has to be transacted immediately. The payment- and if indicated discount term shall not begin before complete delivery in accordance to the contract, the delivery of agreed or necessary documents and the delivery of a proper and auditable invoice. If client fails to make payment due day, without prejudice to any other right or remedy available to REICH, REICH is entitled to charge the client interest on the unpaid amount on open business credit.
5. REICH at its discretion may set any client payment irrespective of differing determinations off against older debts and shall inform the client correspondingly. As far as REICH is entitled to offset interest payable on arrears, it will offset payment against costs, interest and then use payment to settle the main debt. In the event client fails to make any payment on the due date or in case of publicity of circumstances which lead doubts about the credit-worthiness of the client, REICH is entitled to demand advance payment for outstanding deliveries and postpone the fulfillment of its own obligations until full advance payment or provision of an adequate security. After expiry of an appropriate additional deadline REICH may rescind from contract and demand compensation.

§ 4 Assignments, counterbalancing, retention

1. The client is only entitled to assign the claims against REICH to third parties with REICH prior express written consent.
2. Detention of payment or balancing off payments of client against REICH is not allowed unless these claims are undisputed, legally established or acknowledged by REICH.

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§ 5 Terms of delivery, transfer of risk

1. Unless not otherwise agreed Reich's responsibility for goods ceases upon delivery to the carrier (delivery ex works) and are dispatched at client's risk. Unless not otherwise agreed the general terms regulate delivery ex-works without packing.
Otherwise the risk is latest transferred to the client as soon as the goods have left Reich. This also applies for partial deliveries or in case Reich took over additional services, for example packing costs or delivery.
Partial delivery is permissible as far as it can be reasonably expected by the client.
In the event any agreed pick-up by the client is delayed due to reasons not to be attributed to Reich, risk is transferred to the client upon notification of readiness of dispatch or readiness of acceptance.
2. Unless not otherwise agreed REICH shall package or crate as conventional in the trade. REICH shall use environmental-friendly packing material without plastic or shall use wooden packaging being LPPC-suitable. Any take-back of packaging is due to separate agreement.
3. For any different agreement REICH will not take any costs for transport and insurance unless not expressly agreed before.
4. Any delivery shall include delivery note to be removed from outside which delivery note includes all data specified in the order.

§ 6 Delivery and performance dates, delivery period

1. Delivery and performance dates are fix and binding.
They are deemed complied with when contractual goods have properly shipped or readiness for dispatch has reported to the client or if agreed so acceptance readiness has reported to the client.
2. Delivery period shall not begin before the day of contract conclusion. Delivery time shall commence not before prompt receipt of all documents, permits, clearances to be procured by the client or receipt of agreed down payments.
3. The observance of the time limit shall imply the completion of the clients contractual obligations and duties of cooperation; so far REICH reserves the plea of nonperformance or incomplete performance of the contract.
The observance of the time limits is namely but not exclusively due to prior clarification of all commercial and technical items.
In case of any binding delivery date REICH shall be in delivery default by exceeding the date. REICH shall then be liable in accordance to statutory provisions in as much the delivery default is due to REICH willful or gross negligence breach of contract.
Any fault by representatives or employees of REICH will be attributed to REICH.
As far as delivery default is arising from culpable violation of contract or breach of essential contract obligation damage compensation shall be limited to the typical foreseeable damages.
In the event of delivery default liability due to simple negligence any claims for damages shall be limited to five per cent of insured net contract price.
In the event client decides to withdraw from contract due to delivery default or decides to take compensation instead of performance he shall, in case the binding delivery date has passed, grant an appropriate grace period before acting. Damage claims for simple negligence are excluded.
In the event REICH is temporary prevented from effecting delivery by force majeure, industrial dispute or other reason outside of her influence delivery dates shall be postponed correlating to the duration

of disruption in performance. This shall also apply if these circumstances occur with suppliers. REICH shall immediately inform client the beginning and end of such circumstances.

4. Should delivery or acceptance of goods be postponed at any reason attributed to the client REICH is entitled to charge the client costs relating to the delay.
REICH furthermore in the event client falls into default of acceptance is entitled to claim contractual penalty amounting to one per cent contract value each week of delay limited to ten per cent contract value.
After having set an appropriate deadline and after its ineffective expiry REICH is entitled to assign the goods elsewhere and to provide the client with reasonably extended period.
5. Subsequent modification requested by the client shall suspend agreed delivery period pending until classification of the said modifications where upon the delivery period shall be reinstated. Additional costs incurred by those modifications will be charged to the client.

§ 7 Title retention

Title of the goods or any part thereof shall not pass from REICH to client until all payments due hereunder or resulting from past transactions has been duly made.

REICH is entitled to insure the goods at client expense against theft, breakage, fire, water and other damage until client has not shown his own adequate insurance.

The client shall not sell, pledge or assign goods until transfer of ownership. He immediately has to inform REICH of any pledge, third party confiscation or other disposal. In case of breach of contract, namely but not exclusively in case client does not meet his payment obligations REICH, having given an unsuccessful reminder, is entitled to demand the goods returned, this the client being obliged to surrender the goods. This shall also apply in case of application for the opening of insolvency proceedings.

In case goods are mixed by client with other goods REICH will become co-owner of these goods (§ 947 I German Civil Code) which shall be stored for REICH by the client. During the retention of title period the client is obliged to insure the goods against theft and damage of any description.

In case client sales these goods within regular business he has to inform his customer about REICH's retention of title and care for strict obedience.

§ 8 Warranty, liability

1. REICH grants its performance to be free from physical or legal defects, proper functioning and being suitable for the contractual included use.
REICH warrants all delivered or manufactured products and services to be at state-of-the-art-technology at the time and to meet actual statutory rules and relevant provisions, regulations from legal authorities, professional authorities or professional and trade associations by written notice.
Any documentation necessary or agreed shall be delivered together with the goods and is included in the warranty.
2. In the event goods or parts of them prove to be faulty due to circumstances prior to transfer of risk REICH at its option shall at its expenses either rectify substantial defects or replace the faulty goods. Client shall notify REICH of these defects immediately.
For the carrying out of all reworking or substitute deliveries client shall give necessary time and opportunity otherwise REICH shall be free from further obligations. In urgent cases showing a risk to operational safety and to avert disproportional damage the client no prior to

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announcement shall be entitled to eliminate the fault by himself or third party and to claim reimbursement of relevant costs.

REICH shall bear those direct costs arising from remedy of defects or replacement of goods including any costs for shipping to first destination, removing and installation unless not imposing disproportionate burden.

In case REICH should fail to meet its obligations to rectify defects or replace faulty goods within adequate time limits, client within the relevant legal requirements is entitled to withdraw from contract. In case of a minor defect client is only entitled to reduction of price.

No warranty is granted in case of defects arising from or connected with clients or third parties failure to operate proper and suitable, faulty installation or commissioning, normal wear and tear, failure to maintenance, inappropriate equipment and unsuitable operation conditions (for example inappropriate chemical, physical or electrical influences) or modifications of goods. No warranty is granted in case of improper remedial work carried out by client or third party.

3. In case of damages not occurred on the delivered goods as such, REICH shall not warrant except in case of
 - intent
 - gross negligence by board members or executives
 - culpable injury of life, body and health
 - fraudulent intent
 - specific granting of warranty
 - those defects on goods causing statutory liability under Product Liability Act for personal injury and material damage to objects in private use.
4. In case REICH has to produce and deliver according to plans, drawings or other specifications imposed by client REICH shall not warrant but shall client be responsible for any fault correlating to client's incorrect data.
5. The period of limitation to make claims on default is, unless not otherwise agreed, twelve months beginning with acceptance of the contractual performance. In case no acceptance is agreed period of limitation begins with transfer of risk. The maximum storage time for rubber elements is 36 months. In case REICH is taking back delivered goods REICH charges the client a deduction of three per cent per month, at least 15 per cent. Any return is without obligation and generally excluded for rubber elements older than 36 months.
6. Any limitation period for claims is suspended until following a complaint REICH has not finally rejected the claim in writing. In the event REICH performing its liability such action initiates new period of limitation. In the event of rectification of goods the new period of limitation is limited to the rectified fault. In case of replacement of goods the new period of limitation is limited to the replacement goods.

§ 9 Settlement of orders non executed

REICH is entitled to claim contractual payment in the event client shall cancel an order later than contract conclusion or in case of nonperformance due to circumstances beyond REICH's control. The contractual price shall be reduced by thirty per cent saved expenses. It is the responsibility of client to prove those saved expenses to be higher than thirty per cent.

§ 10 Confidentiality, data protection

1. REICH reserves exclusive property along with all intellectual property rights related to its drawings, copies, plans, own computations and calculations, documents, materials, samples, models, drafts, goods and equipment. These items and data concepts must not be copied or supplied to any third parties or made available to them for any other than contractual purpose without prior written consent of REICH.

Unless not otherwise agreed these items/data may not be used but for the fulfillment of contract. Once the contract executed all items or data shall on request of REICH returned to REICH regarding to legal retention period. Client has to handle the supplied items with care and store them separately.

2. Client shall also for the period following execution of contract keep in strict confidence and must not disclose to any third party any information or commercial or technical facts and knowledge which are not public knowledge and having come to his notice through the business relationship.
3. The prohibition to reveal information to third parties shall not apply in the event client conveys the information solely to his employees requiring the information to fulfill the contract, this exemption only to be available in case the employee shall comply with the above regulations also beyond the terms of his contract to client being the reason for employee to be bound to this obligation.
4. The obligation of secrecy shall not apply to those information which
 - was already public known at the time of notification without any violation of secrecy obligations.
 - client legally obtained from a third party, this third party giving the information not in breach of confidentiality.
 This exemption of secrecy obligation shall only apply for the client objecting his secrecy obligation immediately after receiving information and in case client has to disclose information to responsible authorities or state courts due to statutory rules. In this event client shall immediately give information to REICH and reduce disclosure to a minimum.
5. The obligation of secrecy shall also apply to objects embodying confidential information (clause 10.4).
6. Regarding confidentiality client shall obey duty of care observed in his own affairs at least practice care required in commercial dealings.
7. Unless no prior written permission by REICH client must not produce materials for third parties and not exhibit any products made accordingly to plans, drawings or other technical documents of REICH. Client must not publish any information correlating to orders of REICH products unless no prior written permission by REICH.