

1. Order and Order Confirmation

(1) The customer can cancel the order if the supplier has not accepted the order within two weeks after receipt in writing (order confirmation).

(2) In case of discrepancy between order confirmation and order, the customer is only obligated if he has agreed to the discrepancy in writing. Especially in the case of supplier's general business conditions, the customer is only obligated in as far as these conditions agree with his own general business conditions or he agreed to the conditions in writing.

(3) Changes or additions to the order are only effective in case of written confirmation by customer.

2. Delivery Time

(1) The timeliness of deliveries is based upon the receipt at the receiving location specified by the customer, the timeliness of deliveries including set-up or assembly is based upon their approval.

(2) In case of foreseeable delay of a delivery or services, the customer is to be informed immediately and his decision is to be obtained.

The penalty for non-compliance with the agreed upon interim and final dates is ... per date and commenced calendar day of delay max. of 0,3%, however, no more than a total of max of 5 % of the amount of the individual agreement, unless the delay is the result of a circumstance for which the Contractor is not at fault. The penalty is credited against any possible damage claim.

If the appropriate reservation was not made at the time the deliverables were accepted, SAS can nevertheless assert the penalty up to the time of final payment for the individual agreement.

Additional legal claims and rights on the part of SAS resulting from the delay shall remain unaffected.

3. Risk Transfer and Shipping

(1) In case of deliveries including set-up or assembly and in case of services, the risk transfer takes place with the approval, in case of deliveries without setup or assembly upon receipt, at the receiving location specified by the customer.

(2) Unless otherwise specified, the shipping- and packaging costs are the responsibility of the supplier. In case of pricing FOB plant or FOB sales storage of the supplier, the lower costs respectively are to be used unless the customer has specified a specific mode of transportation. Additional costs due to a deviated transportation specification are the responsibility of the supplier. In case of pricing FOB recipient, the customer also can determine the mode of transportation. Additional costs as for example for accelerated transportation to meet a delivery date are the responsibility of the supplier.

(3) Packing slips or delivery slips specifying the content as well as a complete order identification are to be included with each delivery. The shipment is to be announced immediately containing the same information.

4. Invoices

Order identifications as well as numbers for each individual position are to be reflected in the invoices. As long as these information are missing, the invoices are not payable. Duplicate invoices are to be identified as such.

5. Payments

(1) Unless otherwise specified, payments take place,
 or within 14 days with deduction of 3% discount
 or within 30 days with deduction of 2 % discount
 or within 90 days net.

(2) Payment terms starts as soon as a delivery or service has been completed and the correct invoice has been received. As far as the supplier has to furnish material tests, test reports, quality documents or other documentation; the completeness of the delivery and service also assumes the inclusion of these documents. Deductions of discounts are also permissible if the customer balances or deducts payments of reasonable levels for defects; the payment terms start after complete rework of these defective parts.

(3) Invoicing for special customized investments could be done as follows: 20% at order, 40% at pre-acceptance of shipment goods and 40% at final acceptance based on acceptance protocol.

(4) Payments do not constitute contractual acceptance of a delivery or service.

6. Defect Liability

(1) The supplier has to warrant his deliveries and services for two years. The warranty starts with the risk transfer (No. 3 section 1). In case of deliveries to locations where the customer conducts orders outside customers plants or shops, the warranty starts with the approval by customers agent. The warranty ends at the latest 2 years after the risk transfer.

(2) If defects are noted before or at the risk transfer or happen during the warranty period the supplier; at his own expense, has to rework defective parts or deliver non defective replacement parts at customers choice. This also applies to deliveries where the testing was limited to random sampling. The choice of the customer is to be based upon low cost estimate.

(3) If the supplier does not rework the defective parts, respectively provide replacement deliveries or services within the timing specified by the customer, the customer is entitled to a penalty free partial or complete cancellation of the contract or to demand price reductions for rework or replacement delivery by him or by others or to demand compensation for damages due to breach of contract. This also applies when the supplier declares incapability to rework defective parts or achieve replacement delivery or service within a reasonable time frame.

(4) Rework can be done without setting a time limit with costs to be assumed by the supplier if delivery takes place after the due date and the customer is interested in immediate rework to avoid his own delays or for other urgencies.

(5) The above noted claims become invalid after one year from notification of defect.

(6) Further reaching legal claims; especially for reimbursement of uselessness applied administration and processing costs remain unaffected.

(7) Defect reprimands can be imposed within one month from delivery or service. If the defects are only noticed during processing or in usage a defect reprimand can also be imposed within one month after notice.

(8) The above regulations apply to defect correcting services accordingly.

(9) The supplier bears the costs and risk for return shipment of defective delivery items.

7. Transfer to Third Parties

The transfer to third parties without written consent of the customer is not permissible and entitles the customer to partial or complete cancellation of the contract as well as to indemnity demands.

8. Material Provision

(1) Materials provided remain the property of the customer and are to be stored separately free of charge, to be tagged and administered. Their usage is only permissible for customers' orders. In case of value reduction or loss, it is supplier's responsibility for replacement. This also applies to invoiced provision of materials tied to an order.

(2) Processing and transformation of materials is done for the customer. The customer has immediate ownership of the new transformed item. Should this not be possible for legal reasons customer and supplier are in agreement that customer becomes the owner of the new item at any given time during the processing or transformation. The supplier stores the new item for the customer without charge and with the care as in proper business manner.

9. Tools, Forms, Samples, Secrecy etc.

Tools, forms samples, models, profiles, drawings, standards, printed forms and gauges as well as parts made according to these items may not be passed on the third parties or used for contractual purposes of others without written consent of the customer. They are to be protected against unauthorized review or use. Subject to further rights the customer can demand the hand over if the supplier violates his obligations. Information received from the customer unless of general nature or otherwise rightfully known to the supplier cannot be revealed to third parties.

10. Transfer of Claims

The transfer of claims is only permissible with written consent of the customer.

11. Supplementary Provisions

If the order conditions do not contain any regulations, the legal provisions apply.

12. Jurisdiction, Applicable Law

(1) The sole place of jurisdiction is the location where the order was issued in case where the supplier is an authorized business man.

(2) German law is applicable.