

# **General Terms and Conditions of Business**

**of grapho metronic Mess- und Regeltechnik GmbH (hereinafter also referred to as “grapho metronic”)  
(2015/05/01)**

## **A) General Terms and Conditions of Delivery**

### **1. Subject matter of contract**

We enter contracts with companies exclusively on the conditions stated below if and insofar as other written agreements have not been made. Terms and conditions of business of the contracting partner do not bind us unless we expressly agree to their validity in writing.

### **2. Delivery**

- 2.1. The scope of our delivery and other services arises from our written order confirmation.
- 2.2. We make every effort to meet our delivery dates. Dates given are however not binding on us; section 276 subsection II BGB [German Civil Code] remains unaffected.
- 2.3. In addition the relevant current terms and conditions apply to delivery of replacement parts, hire equipment and to repairs.

### **3. Prices**

- 3.1. Our prices are given ex works. Freight, packaging and insurance costs as well as other further ancillary costs of the delivery accruing will be invoiced separately.
- 3.2. Our prices can be seen in the currently valid price list. For orders the price agreed in the order confirmation will apply.
- 3.3. In the event of delay in acceptance of more than 2 weeks against the delivery date agreed in the order confirmation we reserve the right to invoice the storage costs usual in the industry.
- 3.4. Complaints by the customer do not give the right to the retention of due payments.
- 3.5. Our quotations are for 6 weeks without obligation.

### **4. Dispatch**

- 4.1. Dispatch is always carried out on account and at the risk of the recipient even if delivery is carried out carriage paid or FOB for particular reasons. If there are no particular dispatch instructions we shall ourselves decide on the manner of dispatch at our discretion.
- 4.2. The customer is obliged to inspect the goods on receipt without delay - at the latest within 2 working days - for damage or obvious defects and to notify both the carrier and also us in writing of any complaints.

### **5. Material defects**

- 5.1. For our deliveries and other services we provide a twelve-month warranty calculated from the day of the delivery or provision of the miscellaneous service.
- 5.2. The warranty covers defects that can be shown to have arisen as a consequence of design, material or manufacturing faults. The warranty does not cover defects that have arisen through wear or incorrect handling and care. We are to be notified without delay of any defects determined in writing.
- 5.3. The criticised objects are to be sent to us – unless we expressly in writing release the criticised objects for scrapping.
- 5.4. In the case of justified complaints we are entitled to the right (at our own choice) either to carry out rectification of defects or a replacement delivery. If this does not have a successful outcome the customer can demand a price reduction for the purchased item. Claims going beyond this - in particular claims for damages for indirect damage (e.g. business

interruption, downtime of a machine) - cannot be asserted against us. Section 276 subsection 2 BGB [German Civil Code] remains unaffected.

- 5.5. We are absolved of all liability if reworking, changes or repairs has been carried out without our express written consent.
- 5.6. grapho metronic only has unlimited liability for intent and gross negligence also of its legal representatives and senior managers. For the fault of other vicarious agents liability is limited to such damage as must typically be expected to arise within the scope of the relevant contractually owed delivery and miscellaneous service. grapho metronic is only liable for slight negligence if an obligation is violated the observation of which is of particular significance for the achievement of the purpose of the contract (so-called "cardinal obligation"). In the event of violation of a cardinal obligation the limitation of liability of the previous sentence is to be applied.

## 6. Assembly

- 6.1. For the calculation of the assembly costs our separate settlement terms and conditions for assembly work in the latest updated version is applicable in addition.
- 6.2. If an item can be shown to have been damaged through the fault of our fitter our liability for compensation is limited to the correct repair of the damaged item most economically favourable for both contracting partners. At our choice compensation can also be paid by payment of a financial settlement in the amount of the foreseeable repair costs. Claims for damages going beyond this, in particular for damages for indirect damage (e.g. business interruption, downtime of a machine) are excluded.

## 7. Retention of title

- 7.1. The goods remain our property until complete payment of the claims from an ongoing business relationship.
- 7.2. The contracting partner is entitled to dispose of the goods in the ordinary course of business. It assigns to grapho metronic from now on all claims in the amount of the invoiced amount that accrue to it through the resale against a third party. grapho metronic accepts the assignment herewith. After the assignment, the contracting partner is entitled to recovery. grapho metronic reserves the right to recover the claim itself as soon as the contracting partner does not discharge its payment obligations correctly and goes into default.

## 8. Payment terms

- 8.1. Our invoices are due immediately and to be paid within 14 days after invoice date. Cash discounts are not accepted by us.
- 8.2. Incoming payments are strictly offset against the oldest liability.
- 8.3. In the event of delay in payment we will be entitled to charge interest on arrears in the amount of 8% above the relevant base lending rate. We reserve the right to demonstrate higher damages for delay.
- 8.4. Offsetting against our claims is only admissible if the counterclaim has been recognised or established by a binding decision of a court of law.

## 9. Miscellaneous

- 9.1. Should a provision of these Terms and Conditions of Business be or become ineffective the validity of the remaining terms and conditions is not affected. In such a case the ineffective provision is to be reframed or interpreted in such a way that the economic purpose intended by it is achieved as far as possible. The same is to apply if in the execution of contracts with grapho metronic a gap that requires to be closed is left open.
- 9.2. Modifications and / or amendments to contracts with grapho metronic require to be made in writing. That also applies to the waiving of the requirement for the written form. Subsidiary agreements are not made.
- 9.3. The legal relations between our customers and us are determined by German law and in accordance with the above-mentioned conditions. Place of performance and exclusive jurisdiction is Munich.

## B) General Terms and Conditions for Replacement Parts

Replacement devices / replacement parts may be provided to the customer by grapho metronic under the following conditions.

### 1. Object of the contract

- 1.1 Replacement devices / replacement parts from grapho metronic are at the currently most up-to-date state of technology.
- 1.2 Replacement devices / replacement parts are only supplied against return of the part to be replaced. This return is absolutely essential.

### 2. Costs

- 2.1. grapho metronic will make out a credit note for the returned device / part replaced by the replacement device / replacement part.
- 2.2. Costs accruing from the supply of the replacement devices / replacement parts and also the return of the devices / parts replaced, in particular freight, customs and packing, insurance and other incidental costs are charged to the customer.
- 2.3. The invoiced amount is due immediately. The credit note becomes due 14 days after receipt of the part to be returned and replaced.
- 2.4. grapho metronic may demand payments in advance.

### 3. Liability, warranty

The period for the liability for defects on replacement devices / replacement parts is 12 months from delivery at grapho metronic.

### 4. Return of exchanged devices / parts

- 4.1. The return period is 4 weeks from delivery of the replacement device / replacement part. The goods issue date of the replacement devices / replacement parts and the goods receipt date of the returned devices / parts at grapho metronic are decisive.
- 4.2. grapho metronic reserves the right to reduction or complete retention of the lump sum supplement to be paid back in the following cases:
  - the devices / parts returned no longer contain all the standard components of the original delivery
  - the devices / parts returned are so damaged that they can no longer be repaired.
- 4.3. The risk of destruction of the devices / parts to be returned lies with the customer. The transfer of risk to grapho metronic takes place on acceptance of the goods by grapho metronic.
- 4.4. A reminder will be sent after an extension period of 4 weeks for devices / parts overdue for return. For this reminder a fee in the amount of EUR 50.00 will be levied by grapho metronic.

### 5. Miscellaneous

If no special provisions apply through the General Terms and Conditions of Business for Replacement Parts, the General Terms and Conditions of Delivery otherwise apply.

## C) General Terms and Conditions for Repairs

Original grapho metronic devices / grapho metronic parts (hereinafter also referred to as “goods”) can be sent to grapho metronic under the following conditions by the customer / orderer of the repair for repair:

### 1. Object of the contract

The customer can commission grapho metronic with the repair of devices or parts of them. Preventive maintenance is not carried out.

### 2. Costs

- 2.1 grapho metronic will check whether the goods are repairable. In the case of approval for scrapping a lump sum scrapping fee will be charged.
- 2.2. A cost estimate for the repair can be drawn up but is subject to charge. The costs for drawing up the cost estimate are not invoiced separately if the repair order is given.
- 2.3. Repairs will be charged – according to the part by a lump sum or by time and material costs. The current hourly rates can be requested from grapho metronic.  
Travelling expenses accruing (outward and return travel with means of transport of our choice, payment for travelling time, accommodation allowance and overnight stay costs) and payment for waiting times that are the responsibility of the orderer will be charged to the orderer of the repair. Freight, customs, packing, insurance and other supplementary costs will also be charged to the orderer of the repair.
- 2.4. The repair costs will be invoiced to the orderer by grapho metronic. The invoiced amount is due immediately and payable within 14 days.
- 2.5. grapho metronic may demand payments in advance from the orderer for the repair costs.
- 2.7. If as a stop-gap for the repair period a rental device is provided by grapho metronic the time of the repair that exceeds 4 weeks and is the fault of grapho metronic will not be charged. The minimum rental period is 4 weeks and is charged in any event. More detailed information on this can be found in the “General Terms and Conditions for Hire of Equipment / Replacement Parts”.

### 3. Liability, warranty

- 3.1 For the dispatch of the goods to be repaired the transfer of risk to grapho metronic takes place on acceptance of the goods by grapho metronic from the carrier. On return of the repaired goods, the transfer of risk to the orderer takes place on delivery of the goods by grapho metronic to the carrier. Specifying the carrier by the orderer of the repair is possible otherwise there is a range of options from grapho metronic.
- 3.2 Liability for material defects exists only on the replaced parts in accordance with the parts list for a maximum of 12 months from goods issue date at grapho metronic. The repair of a component of an installation in a case covered by warranty does not extend the duration of the material defect liability on this installation.
- 3.3. A guarantee for the function of the repaired part in the customer’s environment is not given.

### 4. Miscellaneous

If no special provisions apply through the General Terms and Conditions for Repairs, the General Terms and Conditions of Delivery otherwise apply.

## D) General Terms and Conditions for Hire of Equipment / Replacement Parts.

Replacement devices / replacement parts (hereinafter also referred to as "goods") may be provided for hire by grapho metronic under the following conditions.

### 1. Equipment for hire

Equipment for hire may be various devices or replacement parts from grapho metronic. More detailed information on these devices or replacement parts are to be requested from grapho metronic.

### 2. Retention of ownership

The equipment for hire remains at all times the property of grapho metronic.

### 3. Hire fee

- 3.1. The hire fee for providing for use is based on the most recently amended "Hire Price List". The current hire prices can be requested from grapho metronic.
- 3.2. The hire fee will be invoiced to the hirer by grapho metronic. The invoiced amount is due immediately..
- 3.3. grapho metronic may require from the hirer advance payment of the hire fee or a security deposit to be paid in advance.

### 4. Duration of hire

- 4.1. The hire fee is charged on the basis of one calendar day. The minimum hire period is 4 weeks.
- 4.2. With a lease period of less than 4 weeks the hire fee indicated is not reduced, not even proportionately.
- 4.3. Longer hire periods are - to the extent that they are not caused by grapho metronic - charged pro rata. The decisive factor is the period between goods issue date and goods receipt date of the hired item at grapho metronic.  
*grapho metronic is liable for repair periods which exceed 11 working days (Germany / Bavaria).*  
*The decisive factor is the period between goods receipt date and goods issue date of the repaired item at grapho metronic.*
- 4.4. A reminder will be sent after an extension period of 2 weeks for hired items overdue for return. For this reminder a fee in the amount of EUR 50.00 will be levied from the hirer.

### 5. Responsibility for costs, damages

- 5.1. Hire equipment is tested by grapho metronic before being provided for use and corresponds to the current technical standard of the relevant product line.
- 5.2. Costs, in particular freight, customs, packing, insurance and other incidental expenses and also repair costs that result from faulty functionality of the returned hire items that is not to be attributed to grapho metronic will be invoiced to the hirer.
- 5.3. Soiling and damage to the hire item that are ascertained on arrival of the hire item at grapho metronic will be rectified on account of and at the expense of the hirer.
- 5.4. In the case of wear and tear of the hire item that exceed the level typical for the contract, grapho metronic reserves the right to carry out corresponding repairs or new manufacture of the hire item at the expense of the hirer.
- 5.5. The removal and replacement of components from the hire items is strictly forbidden. Cost arising from this for the repair of the hire item will be invoiced to the hirer.  
In the event of complete destruction of the hire item the hirer will be invoiced for the current sales price at that point in time.

### 6. Miscellaneous

If no special provisions apply through the General Terms and Conditions for the Hire of Devices / Replacement Parts, the General Terms and Conditions of Delivery otherwise apply.