

General Business Conditions of FIMEBA Maschinenbau

1. General remarks

- 1.1 The following sales and delivery conditions apply to deliveries to companies, legal persons under public law and fund assets under public law.
- 1.2 Our general business conditions apply exclusively, and differing general business conditions of the buyer do not apply.
- 1.3 Our offers are subject to change. We reserve the right to make changes due to technical advancement or legislative requirements, and changes in shape, color and/or weight, within reason.
- 1.4 We reserve the right to unlimited enforcement of our property and usage rights to cost proposals, drawings and other documents. Such documents require our prior written consent to be made accessible to third parties and must be returned to us immediately on demand.
- 1.5 We reserve the right to correct, timely self-delivery. This applies only if we are not to blame for non-delivery, especially when a congruent hedging transaction is concluded with our suppliers. We will inform the customer immediately of the unavailability of the item for delivery, and in the event of withdrawal will provide an immediate refund to the customer.
- 1.6 Partial deliveries are permissible if they are reasonable for the customer.

2. Order confirmation, price

- 2.1 The exclusive basis for the contract is order confirmation or — if none exists — the delivery slip accompanied by the invoice. Other agreements require our written confirmation.
- 2.2 Prices for machines and products apply ex works, including loading at the plant, not including packaging, freight, shipping fees and insurance. The prices are understood as net prices. The legally required amount of value-added tax will be added to the invoice.

3. Payment

- 3.1 Unless otherwise agreed, payment must be made within 14 days net after invoicing. After the due date, the customer is in arrears if there is no further clarification by the customer, and if he has not yet paid.
- 3.2 If defects are present, the customer has no right of retention, as long as this is not in reasonable proportion to the defects and expected cost of supplementary performance (especially removal of defects).
The customer is not entitled to enforce claims and rights due to defects if he has payments due or the amount due (including any payments made) is not in reasonable proportion to the value of the defective deliverable.
- 3.3 Payments must be made by credit transfer.



- 3.4 If payment is late, we have the right to charge interest on arrears at a rate of 9% above the current base interest rate.
- 3.5 The customer can only offset claims that are undisputed or legally binding.

4. Delivery time, delays

- 4.1 Delivery deadlines are binding if we have explicitly confirmed them in writing without reservation.
- 4.2 Adherence to delivery deadlines assumes timely receipt of all materials/documents, required authorizations and approvals, especially plans to be delivered by the customer, as well as the customer's adherence to the agreed payment terms and other obligations. If these prerequisites are not met on time, the deadlines are extended accordingly; this does not apply if we are responsible for the delay.
- 4.3 A delivery deadline has been met if readiness to ship is communicated by its expiration or if the deliverable has left the plant.
- 4.4 If deadlines are not met due to Acts of God, such as mobilization, war, uprisings or similar events, such as strikes or lockouts, the deadlines are extended appropriately.
- 4.5 If we do not meet a deadline, the customer can — if he can substantiate that he has suffered damages as a result of this — demand compensation of 0.5% for each full week of delay, but no greater than 5% of the price of the part of the delivery that is delayed.

5. Cancellation charges

- 5.1 If the customer unjustifiably withdraws from an issued order or if the contract is not implemented for reasons attributable to the customer, we can demand 10% of the agreed remuneration as lump-sum damages, notwithstanding the option to demand higher compensation for actual damages.
- 5.2 The customer remains free to prove that no damages occurred or that they are significantly lower than the lump sum.

6. Warranties

- 6.1 Defect claims are excluded when deviation from the agreed-upon properties and/or reduction of usability is insignificant.
- 6.2 For defects in deliverables, we first guarantee our choice of repair or replacement.
- 6.3 If rectification fails, the customer can always demand his choice of reduction in payment or cancellation of the contract. However, for an insignificant nonconformity, especially for merely insignificant defects, the customer has no right of withdrawal.
- 6.4 Obvious defects must be reported in writing within two weeks after receipt of the deliverable. Otherwise, no warranty claim can be enforced. Timely shipping constitutes adherence to the deadline. The customer bears the full burden of proof for all eligibility criteria, especially for the defect itself, for the time the defect was discovered, and for the timeliness of the defect notice.



7. Statute of limitations

7.1 The limitation period for claims and rights due to defects in the deliverable is one year after delivery.

8. Retention of title

8.1 We retain possession of all the goods we supply until full settlement of all requirements of a current business relationship.

9. Closing provisions

9.1 Without exception, the legal relationship with domestic contracting parties is subject to the laws of the Federal Republic of Germany. The UN convention on sales law of April 11, 1980, does not apply.

9.2 The exclusive jurisdiction for all disputes arising between us and the customer from the contract concluded by us and him is our business domicile. This also applies if the customer has no general court of jurisdiction in Germany or the domicile or residency is not known at the time suit is brought. However, we have the right to sue at the customer's place of domicile.

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