

General Terms and Conditions for the Delivery of Units and Spare Parts der LASCO Umformtechnik GmbH, Hahnweg 139, 96450 Coburg

I. General

All deliveries and services provided by LASCO Umformtechnik GmbH, Hahnweg 139, 96450 Coburg (hereinafter called "Supplier") are based on these terms and conditions. These General Terms and Conditions of Delivery apply exclusively. Any deviating, conflicting, or supplementary terms and conditions of the Purchaser shall only become part of the contract if and to the extent that the Supplier has expressly agreed to their validity in writing. Individual agreements shall prevail over these General Terms and Conditions. The purchaser's terms and conditions of purchase are not binding on the supplier, even if the supplier does not expressly object to them.

II. Offer and conclusion of contract

The order shall only be deemed accepted once it has been confirmed in writing by the supplier; until then the supplier's offer is non-binding. Additions, amendments, or subsidiary agreements require the written confirmation of the supplier to be effective.

III. Price, payment, security

Unless otherwise agreed, prices are ex works, including loading at the factory, excluding packaging and assembly and without transport insurance. Statutory value added tax is not included in the prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing. Payments must be made immediately upon receipt of the corresponding invoice, at the latest within a period of 30 days from the invoice date.

The purchaser is only entitled to withhold payments insofar as their counterclaims are undisputed or have been legally established. This does not exclude the assertion of further claims for damages in the event of default on the part of the purchaser. The supplier may withdraw from the contract as soon as a reasonable grace period has expired without result.

IV. Delivery

The agreed delivery clauses shall be interpreted in accordance with the INCOTERMS applicable at the time of conclusion of the contract.

In the absence of a specific delivery clause in the contract, the delivery item shall be deemed to have been delivered "ex works" (EXW). Partial deliveries are permitted unless otherwise agreed.

The delivery time shall be determined by the agreements between the contracting parties. Compliance with the delivery time shall be subject to all commercial and technical questions between the contracting parties having been clarified. If this is not the case, the delivery time shall be extended accordingly.

The delivery period shall commence upon return of the order confirmation countersigned by the customer, but not before the customer has provided the necessary documents and approvals, and not before receipt of the agreed down payment.

The delivery period shall be deemed to have been met if, by the end of the delivery period, the delivery item has left the factory or readiness for shipment has been notified.

Compliance with the delivery period also requires that the customer fulfills all contractual obligations, in particular their payment obligations.

If non-compliance with the delivery time is due to force majeure, labor disputes, or other events beyond the supplier's control, the delivery period shall be extended accordingly.

If the supplier is in default, the customer may claim compensation of no more than 0.5% of the price of the delayed delivery for each full week of delay, but in no case more than 5% of the total value of the delayed delivery. No liquidated damages shall accrue for the first two weeks of delay.

Further claims by the customer due to delayed delivery shall be determined exclusively in accordance with the statutory provisions, unless otherwise specified in these terms and conditions. Liability for damages is limited in accordance with Section VII.

V. Transfer of risk and acceptance

The risk shall pass to the customer upon delivery. If acceptance has been agreed or is required, the risk shall pass to the customer upon acceptance or, alternatively, upon notification of readiness for acceptance.

Insurance against transport damage shall only be taken out at the written request and expense of the purchaser, whereby the supplier shall not be liable for consequential damage resulting from any transport damage.

The supplier is entitled to set the customer a reasonable grace period for acceptance and, after its fruitless expiry, to dispose of the delivery item elsewhere. The customer shall compensate the supplier for any damage incurred as a result.

VI. Retention of title

Ownership of the delivery items shall only pass to the customer after receipt of all payments. Pledging or transfer by way of security is not permitted. In the event of seizure by third parties, the supplier must be notified immediately.

VII. Liability for defects in delivery

Unless otherwise agreed, the supplier shall be liable for defects in delivery to the exclusion of further claims as follows:

1. The supplier shall only be liable for defects in the delivery of complete units and/or spare parts in such a way that it must repair those parts that prove to be defective within 12 months from the delivery date free of charge or, at its discretion, deliver new parts. The customer must inspect the delivery for defects immediately upon delivery and report any recognizable defects in writing without delay. Hidden defects must be reported immediately upon discovery. § 377 HGB (German Commercial Code) remains unchanged.

2. Replaced parts become the property of the supplier. If shipment is delayed through no fault of the supplier, liability shall expire no later than 13 months after the transfer of risk. In the case of production based on drawings provided by the customer, the supplier shall only be liable for execution in accordance with such drawings and not for defects resulting from materials supplied by the customer or a design specified by the customer.

3. No warranty is given for damage resulting from the following reasons: Unsuitable or improper use, faulty assembly, commissioning or unsuitable or improper maintenance and servicing by the customer or third parties. No liability is accepted for damage resulting from natural wear and tear.

4. The purchaser shall, after consultation, give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries that the supplier deems necessary at its reasonable discretion; otherwise, the supplier shall be released from liability for defects.

5. Of the direct costs incurred by the repair or replacement delivery, the supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement part, including shipping and, if necessary, the reasonable costs of removal and installation. Otherwise, the purchaser shall bear the costs, in particular for auxiliary personnel, lifting equipment, etc.

6. The supplier may refuse to remedy defects as long as the purchaser does not fulfill its contractual obligations.

7. If the purchaser or third parties make improper modifications to the delivered parts that have not been approved by the supplier, liability for the resulting consequences is excluded.

All cases of breach of contract and their legal consequences, as well as all claims of the purchaser, regardless of their legal basis, are conclusively regulated in these terms and conditions. The purchaser is entitled to the statutory rights of reduction or withdrawal, provided that the legal requirements are met. The supplier is only liable for damage that has not occurred to the delivery item itself in cases of intent or gross negligence, injury to life, body or health, and under the Product Liability Act. In cases of simple negligence, the supplier shall only be liable for breach of essential contractual obligations and limited to the foreseeable damage typical for this type of contract.

This exclusion of liability does not apply in cases of intent or gross negligence on the part of the supplier.

VIII. Right of withdrawal

The purchaser has a right of withdrawal if the supplier fails to meet a reasonable grace period set for the elimination of a defect for which it is responsible or if the repair or procurement of a suitable replacement part is impossible.

IX. Applicable law, invalidity of individual provisions

The law of the Federal Republic of Germany shall apply, unless otherwise agreed. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, is excluded. The place of jurisdiction is Coburg. However, the supplier is entitled to bring an action at the purchaser's headquarters. If individual provisions are invalid, the remaining provisions shall remain binding.