General Terms and Conditions of LANG Technik GmbH

1. Application of the Terms and Conditions

1.1. All our offers, sales and deliveries shall be based on these terms and conditions of sale and delivery. This also applies in an on-going business relationship, even if these terms and conditions are not expressly referred to in the regular correspondence.

1.2. The buyer´s terms and conditions of purchase or other, deviating agreements, if any, apply only if confirmed by us in writing.

2. Offer and Formation of Contract

2.1. Our offers are valid for 60 days and can be revoked by us at any time thereafter.

2.2. The buyer´s purchase orders shall only become legally binding when they are confirmed by us in writing.

2.3. Any information about weight, measures, volume prices or performance that is contained in catalogues, brochures, circulars, advertisements, illustrations, and price lists is to be understood as an example only. Such information shall only constitute a contractual quality where this has been expressly agreed upon.

3. Scope of the Delivery

3.1. The scope of our deliveries shall be as specified by us in our confirmation of the order or, if we do not confirm the order, as specified in our offer.

4. Prices

4.1. Our prices are „ex works “, plus value-added tax at the rate applicable from time in the Federal Republic of Germany. Extra costs for packaging, transport, insurance, customs duties, product certification for the sales territory, etc. shall be charged. This also applies if part deliveries or express delivery have been agreed upon.

4.2. If the price of raw materials changes significantly – by at least 10 percent – three months after the contract was entered into, we may raise the agreed – upon prices by the proportionate additional cost. The buyer shall be so advised if the situation arises.

4.3. The minimum order value is 30,00 euros net. If the order value is lower, the minimum value of 30,00€ plus statutory VAT will be charged.

5. Time of Delivery

5.1. The time of delivery shall be the date stipulated in writing in our order confirmation. If the buyer does not perform his obligations under the individual contract, the delivery date shall be postponed for the period of time which corresponds to the delay.

5.2. The delivery date shall be deemed met if, by the time of its expiry, the goods to be supplied have left our works or we have made such goods available for delivery and informed the buyer that the goods are ready to be shipped.

6. Force majeure

6.1. If we are prevented from performing our obligation by unforeseeable, exceptional circumstances, the delivery date shall be reasonably postponed to the extent that these circumstances lead to delays.

7. Payment

7.1. The buyer shall have the right to make payment within 30 days, calculated from the date of the respective invoice.

7.2. If the invoice is paid within 10 days after the respective invoice date, the costumer shall receive a 2% discount.

8. Retention of Title

8.1. All goods supplied shall remain our property until the purchase price has been paid in full and may be recalled at any time, in which case the costs thereof will be charged.

9. Incorrect Order / Return

9.1. Returns are possible up to a limit of four weeks after receipt of the goods. The returned goods shall not show any signs of use.

9.2. If goods are returned with visual damage, restocking costs will be charged in the amount of 20% of the goods value.

10. Complaints and Rights in Respect of Defects

10.1. The buyer is obligated to examine the goods supplied by us for defects immediately upon delivery.

10.2. The buyer shall notify us of any complaints about incomplete or incorrect deliveries or about defects that can be identified during the examination according to clause 10.1 above without undue delay in writing and return the defective parts concerned to us at our request. If complaints or defects are not reported to us in a timely manner, the delivery shall be deemed approved and all claims for incomplete, incorrect, or defective delivery shall be excluded.

10.3. If we fail to make a replacement delivery or repair the defect within a reasonable additional period of time set for this purpose, the buyer shall have the right to rescind the contract or, at its option, reduce the purchase price.

10.4. The buyer shall have no rights or claims for defects:

- With respect to damage caused by improper handling or excessive use by the buyer
- If the buyer fails to comply with statutory installation and handling requirements or with installation and handling instructions issued by us

10.5. If the buyer holds us liable for claims for defects and it is subsequently found that a defect does not exist or that the reported defect is due to circumstances not covered by our warranty obligation, the buyer must reimburse us for all costs incurred in this connection.

11. Transfer of Risk

11.1. If the goods are ready to be shipped and the shipment is delayed for a reason for which the buyer is responsible, the risk shall pass to the buyer upon receipt of the notice of readiness for shipment.

12. Place of Performance, Governing Law, Place of Jurisdiction

12.1. The place of performance for payment and delivery shall be 73271 Holzmaden.

12.2. The laws of the Federal Republic of Germany apply, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the buyer is based or domiciled in a country other than the Federal Republic of Germany, the preceding sentence shall apply with the proviso that the laws applicable in the country where the buyer is based or domiciled shall apply with respect to the valid inclusion of these terms and conditions in the contract and the assessment of their validity.

12.3. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Stuttgart, Germany.

12.4. All subsidiary agreements, reservations, changes, and additions shall only be valid if confirmed by us in writing.

13. Severability clause

13.1. Should any provisions of these terms and conditions of sale and delivery or of other agreements relating to the supply contract be or become invalid, this shall not affect the validity of the remaining provisions or agreements.