

General terms and conditions of sale
AD-Systems GmbH & Co. KG
Am Schornacker 11c
D-46485 Wesel

I. General provisions

The following terms and conditions are binding for all business relationships and legal transactions with AD-Systems GmbH & Co. KG ("AD-Systems") in regard to their supplies and services, and also apply to future business relationships in the version that is current at that time, including applicable price lists. Any contradictory purchaser terms and conditions are rejected by AD-Systems without the need for any express refusal. Any other agreements shall apply only with our previous written confirmation.

II. Pricing

1. All prices quoted are Ex Works Wesel as per Incoterms 2010 and exclusive of packaging and applicable VAT.
2. All prices are quoted without commitment as far as legally permissible.
3. We reserve the right to make price adjustments at short notice, for example, in response to exchange rate fluctuations.

III. Product conformity, modifications in Construction and Design

1. Relevant for the contractual agreed conformity of goods are only the specifications provided by the order confirmation or the offer; the conformity with the buyer's intended use is part of the contractual agreed conformity of goods solely in case of an explicit agreement between the Parties.
2. It is agreed that the product quality may differ from the quality stipulated by prospects or similar descriptions if this difference results from usual quality divergences of the material or the use of the product within an individual framework of technical parameters.
3. The advice regarding technical subjects on customer request and all information given to the ordering party are not part of the contractual obligations. The technical advice and information is a service free of charge.
4. The contractual agreed product conformity is based on the relevant legal regulations and technical standards in the European Union. The ordering party shall remain responsible for the conformity with other legal regulations and standards. Instructions and manuals are only served in English.
5. Modifications regarding the construction or the design which can be attributed to improvements in technology or modified design requirements stipulated within the applicable law shall remain reserved if these modifications of goods may be acceptable to the ordering party.

IV. Terms of payment

1. Payment is due upon delivery of the goods, provision of the service or readiness for despatch of the goods. Provided no special agreements have been made, goods will be shipped on the basis of cash on delivery with no cash discounts deducted. In the event that AD-SYSTEMS accepts bills of exchange or cheques on account of payment, all related expenses and costs shall be borne by the purchaser. Payment is considered to have been made once the bill of exchange or cheque has been credited within due time and all supplemental charges have been paid.
2. Any billed services shall be paid immediately without deductions, even where different terms have been agreed for deliveries.
3. Dispatch is generally made at the purchaser's charge and risk. The purchaser shall bear the risk even where delivery carriage paid has been agreed upon.
4. Purchaser's liabilities must not be offset against any counterclaims contested by AD-SYSTEMS. The purchaser shall only have a right of retention regarding the same contractual relationship.
5. Incoming payments are offset against outstanding receivables at AD-SYSTEMS discretion and any of payers terms to the contrary shall be void. No cash discount may be deducted while receivables are outstanding. Where the purchaser is in default of payment, AD-SYSTEMS may withdraw from the contract and claim compensation for damage amounting to 15% of the purchase price, provided the goods are in perfect condition.
6. AD-SYSTEMS may claim interest for the period of default at the average bank overdraft interest rate.

V. Delivery terms and dates

1. Delivery dates confirmed by AD-SYSTEMS refer to the time of despatch ex Wesel warehouse. Where goods cannot be despatched in good time for reasons beyond AD-SYSTEMS's control, terms are deemed to be met upon notification of readiness for despatch. AD-SYSTEMS shall not be responsible for deliveries delayed or omitted due to causes for which AD-SYSTEMS's suppliers are responsible.
2. Notwithstanding AD-SYSTEMS's rights regarding purchaser's default, delivery terms and delivery dates shall be extended by the amount of time the purchaser is in default to AD-SYSTEMS of his or her obligations arising from this or any other contract.
3. Force Majeure events entitle AD-SYSTEMS to delay delivery by the length of time the impediment lasts plus an appropriate start-up time, or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract. Force Majeure includes circumstances which considerably impede delivery or make delivery impossible, e.g., monetary, trade policy or other sovereign actions, strikes, lockouts, breakdown and/or blockage of delivery routes, regardless of whether said circumstances affect AD-SYSTEMS, the delivery plant or AD-SYSTEMS's supplier. The purchaser may request from AD-SYSTEMS a statement as to whether or not AD-SYSTEMS intends to withdraw from the contract or to deliver within an appropriate period of time.

4. Where AD-SYSTEMS is in default of delivery, the purchaser may, after an appropriate period of grace established by him or her, withdraw from the contract, provided that notification of readiness of goods for despatch has not been given before the expiry of said period.

VI. Retention of title

1. Delivered goods shall remain the property of AD-SYSTEMS until full payment is received of all receivables from any legal claims, including receivables arising in future and receivables from contracts signed on the same or a later date (goods subject to retention of title). This shall also apply where payments are made for individual receivables.
2. Where retention of title goods are further processed, AD-SYSTEMS shall acquire co-ownership of the new items. Where AD-SYSTEMS ownership expires due to mixing or connection of the goods, the purchaser hereby assigns to AD-SYSTEMS ownership rights over the new goods to the value of all receivables. The resulting co-ownership rights shall be deemed goods subject to retention of title as set out hereunder.
3. The purchaser may sell goods subject to retention of title only in the regular course of business and provided that he or she is not in default. The purchaser is not entitled to dispose of said goods in any other manner.
4. The purchaser's receivables from the sale of goods subject to retention of title are hereby assigned to AD-SYSTEMS, and these receivables shall serve as security in the same value as the goods subject to retention of title themselves.
5. The purchaser may only assign receivables from the sale of goods subject to retention of title to third parties with AD-SYSTEMS's prior written approval.
6. Where AD-SYSTEMS make use of retention of title, this shall only be deemed as a withdrawal from the contract with AD-SYSTEMS express written declaration to that effect.
7. The purchaser's right to possess goods subject to retention of title shall become void when he or she fails to comply with his or her obligations under this or any other contract.
8. The purchaser shall immediately inform AD-SYSTEMS of garnishment or any other encumbrances imposed by third parties.
9. Where the value of securities exceeds the total value of AD-SYSTEMS's receivables from the purchaser by more than 20%, AD-SYSTEMS shall release securities at the purchaser's request at their own discretion.

VII. Warranty

1. AD-SYSTEMS shall have no liability where one of AD-SYSTEMS's suppliers provides a warranty to the purchaser.
2. The contractual condition of the goods shall be determined at the time of delivery to the forwarder or carrier, at the latest the time when the goods leave the warehouse.
3. Claims for defects and/or missing assured features shall be made in writing immediately after their detection, and any processing and use shall cease forthwith. Where an apparent defect is not claimed within 3 days of receipt of goods at destination, AD-SYSTEMS's liability shall be ruled out. After purchaser carries out an agreed acceptance, any notice of defect shall be ruled out. AD-SYSTEMS is not obliged to respond to a justified notice of defect where the purchaser has failed to comply with his or her payment obligation.
4. In the event of a justified notice of defect, AD-SYSTEMS is entitled to take back the goods and replace these with goods in perfect condition or to refund the reduced market value, taking due account of the purchaser's interest, or to repair the goods.
5. Purchaser's warranty claims become void if he or she fails to give AD-SYSTEMS immediate opportunity to inspect any defects, and in particular where he or she fails to immediately make claimed goods available at AD-SYSTEMS's request.
6. Warranty claims expire 3 months after they have been refused in writing by AD-SYSTEMS unless otherwise provided for by law.
7. For goods sold as declassified goods, all warranty claims become void.
8. No other claims may be made. This applies in particular to claims for compensation for damages which have not occurred to the claimed goods themselves.
9. All provisions also apply to goods which are not delivered as provided for in the contract.

VIII. Place of performance and place of venue

The place of performance and the place of venue for all rights and obligations resulting from this contract shall be 46485 Wesel, Germany.

IX. Severability

Where individual provisions of these terms and conditions are invalid in whole or in part, the remaining provisions shall remain fully in effect. The parties agree that any invalid provision shall be replaced by a valid provision that most closely matches the purpose intended by the invalid one.