

1. Validity

This terms of delivery and payment are subject to all offers and order confirmations by Arthur Langenhan GmbH & Co. KG, a corporation organized and existing under the laws of the Federal Republic of Germany, hereinafter referred to as „LASO“ or the „seller“ and an international „buyer“. New catalogues and / or price lists replace all previous issues and render them invalid.

Acceptance and performance of purchase orders shall be exclusively subject to the following terms and conditions. The buyer agrees to the seller's terms of delivery and payment when placing the order. Purchasing terms of the buyer do not invalidate the terms of the seller irrespective as to whether the seller repudiates the buyer's terms or not.

2. Acceptance of orders

Purchase orders shall become binding on LASO only once confirmed by LASO in writing. The same shall apply to modifications of purchase orders. LASO shall, however, have the option to accept a purchase order by commencing performance without prior order confirmation.

3. Object of sale

The object of sale shall be exclusively determined by the contents of the order confirmation. Deviations from the order confirmation and technical improvements which are not material do not constitute a lack of conformity of the goods with the contract. A deviation of plus or minus 10% of the ordered quantity must be accepted by the buyer for all items which are not stock items, but are manufactured at the request of the buyer.

All items offered by the seller are supplied only for the purpose of being used as spare parts. All given cross reference numbers are for identification purposes only.

The seller is particularly not liable for the goods being fit for a particular purpose to which the buyer intends to put them or for their compliance with the legal requirements existing outside the Federal Republic of Germany.

4. Price

Unless otherwise agreed upon, accepted orders will be carried out at the price and terms listed in the current price list. Confirmed orders with a delivery time exceeding 6 months, or orders that are delayed due to circumstances which are beyond the control of the seller, will be carried out using the current sale prices of the date of delivery.

Payment shall be effected in such currency as the price is expressed in the invoice.

In the event that the currency stated in the invoice differs from the order confirmation the buyer is allowed to effect payment also in the currency stated in the order confirmation.

5. Delivery / transport / packing / transfer of risk

The buyer bears the risk of transport, including when the seller has agreed to bear all transport charges. Unless special transport terms have been agreed upon, the method of transport will be at the discretion of the seller. A transport / marine insurance will only be included at the written request of the buyer. The buyer will bear the costs of this insurance. All prices are „ex-factory“ prices unless otherwise agreed upon. All prices include the cost of packing.

6. Delivery times

All quoted delivery times are based on careful planning and are constantly monitored. They are, however, only estimated and can therefore deviate up to 4 weeks from the date that has been quoted in the contract. It is not a fundamental breach of contract to deliver within 4 weeks after quoted delivery time. The buyer is not entitled to announce resignation or to claim for compensation (for damages).

If delivery is delayed more than 4 weeks after quoted delivery time the buyer is entitled to announce resignation. In the event of resignation the seller shall pay to the buyer a sum calculated at the rate of 10% of the contract price of the goods. Such sum shall be paid as liquidated and ascertained damages by the seller to the buyer in full and final settlement and satisfaction of the seller's entire for any loss, damage, costs or expenses suffered or incurred by the buyer arising from such circumstances.

To the extent that the seller is not liable for a failure to perform delivery time obligation because failure was due to an impediment beyond his control the buyer may not claim damages nor exercise any other remedy.

7. Payment conditions

Unless other payment periods are approved by the order confirmation the payment of the price shall be effected within 30 days from the date of invoice without cost and without any deduction to the account of the Supplier indicated on the invoice.

Default in payment for more than 30 days constitutes a fundamental breach of contract. The Supplier is entitled to 8 per cent points p. a. above the base rate of the European Central Bank without prejudice to any other remedies, unless the Purchaser proves a substantially lower damage caused to the Supplier.

Drafts and / or cheques issued by the buyer are only credited after the same have been cleared by the relevant banking institution of the buyer.

The buyer shall not be allowed to retain the purchase price or to set off counter claims, unless such claims have been approved by the seller (LASO) or awarded by final judgement rendered by a court of competent jurisdiction.

8. Reservation of title

Title to the goods shall not pass to the Purchaser but shall be retained by LASO until the contract price has been paid to LASO in full by the buyer.

Until such time as title in the goods has passed to the Purchaser:

- LASO shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the Supplier;
- for the purpose specified above, LASO or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the goods or any part thereof is installed, stored or kept, or is reasonably believed so to be;
- LASO shall be entitled to seek a court injunction to prevent the buyer from selling, transferring or otherwise disposing of the goods.

9. Notice of defect

The buyer must examine the Product within 8 days of receipt from the common carrier for any lack of conformity and give written notice of any such lack of conformity to the seller within an additional 8 days.

Should any non-conformity of the Product only be discoverable later, then the period for notification of the non-conformity shall commence upon discovery.

10. Responsibility for defect, exclusion clauses

Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the seller in accordance with these conditions, the seller shall be entitled at the seller's sole discretion to either replace the goods free of charge or repair the goods.

If the attempts to repair or replacing have failed two times and if it is not reasonable to subject of the buyer to further attempts to repair or replacing, the buyer shall be entitled at the buyer's sole discretion to claim for a reduction of price or – in case of a fundamental breach of contract – for the cancellation of the contract.

This rights of the buyer does not cover defects in or damages to the products which are due to improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application.

Any liability of the seller shall be excluded unless it results from a fundamental breach of contract.

Any liability of the seller not resulting from the contractual relationship with the buyer shall remain unaffected.

11. Limitation

The right to complain of defect products pursuant to item 10 is limited in time to twelf month after transfer of risks.

12. Miscellaneous clause

The seller reserves the right to improve or modify any of the products without prior notice, provided that such improvement or modification shall not affect the form and function of the product.

Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligations hereunder.

13. Applicable law, place of jurisdiction, choice of law

The competent court of the domicile of LASO shall have jurisdiction over all disputes in relation to this contract. LASO is also allowed, however, to bring an action against the other contracting party in the jurisdiction generally applicable to such other contracting party.

The legal relationship of the parties shall be governed by German law with the inclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods.