



BEST PARTNER

SEALING · BEARING

Terms of business and warranty

General sales and delivery conditions of ttv-GmbH (hereinafter referred to as „ttv“)

§ I – General applicability

1. The following General Sales Conditions (hereinafter referred to as „GSC“) apply exclusively to all goods delivered and services provided by ttv as a service provider.
2. In the event that the purchaser stipulates any additional or conflicting conditions, or conditions that deviate from the GSC, these will under no circumstances form part of the contract (without express rejection) unless ttv expressly agrees with their provision.
3. The GSC also apply if ttv performs the delivery or carries out services for the purchaser without reservation while being aware of conflicting, additional or deviating conditions of the purchaser.
4. All agreements between ttv and the purchaser that are made for the purpose of execution of the contract must be set out in writing. If agreements between the parties contain conditions that deviate from the GSC, the individually agreed contractual regulations take priority.
5. The GSC also apply to all future business with the purchaser, provided that these relate to legal transactions that fall under the general applicability of the GSC, as per Item 1.

§ II – Conclusion of the contract

1. The contract is concluded when ttv confirms the order by sending an order confirmation and when this is received by the purchaser. ttv is entitled to accept the order within 14 days of receipt by sending the order confirmation.
2. If the order confirmation contains spelling or printing errors or if pricing errors are caused as a result of technical transmission errors, ttv is entitled to appeal.

§ III – Documentation provided

1. Documentation and information and illustrations and specifications associated with the quotation are only approximations unless they are expressly described as binding.
2. ttv reserves copyright and property rights for illustrations, drawings, calculations and other documentation.

§ IV – Object of the contract

1. The object of the contract is the delivery of the goods or provision of the service defined in the order confirmation from ttv (hereinafter referred to as „the goods“ or „the service“, or together as „the contractual task“).
2. Agreements relating to amendments and supplements, as well as any additional agreements relating to the object of the contract, only become effective when they have been confirmed in writing by ttv.
3. As a general rule, the characteristics set out in the order confirmation alone shall determine the quality of the goods or the contractual task.
4. Any quality specifications that extend beyond the content of the order confirmation must be received by the purchaser and confirmed in writing by ttv in order to be considered valid.

§ V – Prices and payment conditions

1. ttv's prices are set out in the order confirmation and are valid unless agreed otherwise.
2. All prices are exclusive of statutory VAT.
3. The purchase price is due for payment within 30 days of the invoice date without deduction of discount. This is valid unless agreed otherwise.
4. If the purchaser is in default of payment, ttv is entitled to demand default interest in the amount of 8% over the relevant base rate. The right to claim for further damages remains reserved.
5. Cheques or bills of exchange are only accepted if expressly agreed upon. Any bill of exchange charges are borne by the purchaser.
6. If, following conclusion of the contract, there arise concrete indications of the purchaser's insolvency, such as enforcement measures from the purchaser's creditors or other events, ttv is entitled to demand collateral securities or to withdraw from the contract.

§ VI – Delivery

1. Any deadlines set out in the order confirmation are not considered binding delivery deadlines.
2. The fulfilment of the delivery obligation is subject to delivery to ttv from its suppliers, provided that ttv is not responsible for non-delivery from these businesses.
3. If, in an individual case, a binding delivery deadline is agreed, then in the event of measures in the context of industrial disputes, in particular strikes and lock-outs, and in the event of unforeseeable obstacles that fall outside ttv's sphere of influence, this will be delayed accordingly, at most for the duration of the obstacle, provided that this obstacle can be proved to have a significant impact of the production or delivery of the goods. This also applies if these circumstances occur at the premises of a sub-contractor. ttv is also not responsible for the circumstances listed above even if they arise during an existing delay.
4. If the despatch of the goods is delayed at the request of the purchaser, then the purchaser will be charged for the storage costs starting one month after notification from ttv that the goods are ready for despatch; if goods are stored in a warehouse at ttv, then ttv can demand a storage fee at standard rates for the site. However, following expiration of an appropriate grace period, ttv is entitled to deliver the goods elsewhere and to supply the purchaser with goods of the same kind on a new delivery deadline.
5. ttv can withhold the delivery of goods if the purchaser has not complied with its payment obligations prior to delivery or, in the case of a long-term business relationship, if the purchaser has outstanding debts relating to other deliveries.

§ VII – Delayed delivery

1. If the purchaser incurs damage as a result of delayed delivery in the event of an agreed binding delivery deadline, ttv is liable in the form of a lump sum compensation for the delay, if it is responsible for the delayed delivery. The compensation amounts to 0.5% of the net order amount for each full week of the delay, however to a maximum of 5% of the net order amount.
2. ttv reserves the right to prove that lower levels of damage, or no damage at all, were caused as a result of the delay.
3. In the event of a claim for additional damages resulting from the delay, the lump sum delay compensation is charged at the amount of these damages.

§ VIII – Transfer of risk

1. In the event of delivery ex works, the risk of accidental loss or accidental deterioration of the goods is transferred to the purchaser when the goods are singled out and provided for collection.
2. In the event of free delivery to the purchaser's premises, the risk of accidental loss or accidental deterioration of the goods is transferred to the purchaser when the goods are transferred to the forwarding agent, the freight carrier or any other individual or institution defined as carrying out the despatch process.
3. The provisions relating to the transfer of risk as set out in Items 1 and 2 also apply for partial deliveries.
4. If the purchaser is in default with the acceptance, the risk is transferred to the purchaser.
5. If despatch is delayed as a result of circumstances for which the purchaser is not responsible, then the risk is transferred to the purchaser when the goods are ready for despatch.

§ IX – Reservation of ownership

1. The goods remain the property of ttv until they have been paid for in full by the purchaser.
2. Prior to the transfer of ownership, the goods under reservation of ownership must not be pledged or transferred by way of security without the consent of ttv.
3. The purchaser is obligated to handle the goods under reservation of ownership with care if the ownership has not yet been transferred, and to inform ttv immediately of any third-party access to the goods under reservation of ownership, such as in the event of seizure, confiscation or any other disposition by third parties as well as of any damage to or destruction of the goods under reservation of ownership.
4. If the third party is unable to compensate ttv for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO), then the purchaser is liable for the damages that arise.
5. ttv is entitled to withdraw from the contract in the event of a breach of obligation as per Items 2 or 3 of this provision.
6. For the duration of the reservation of ownership, the purchaser is entitled to resell the goods under reservation of ownership in the ordinary course of business. However, the purchaser transfers to ttv in advance all future receivables equal to the invoiced amount (including any applicable VAT) that arise from the resale to its purchaser or to third parties. ttv accepts this assignment.
7. If the goods under reservation of ownership are processed or reworked with other goods that are not owned by ttv, then ttv acquires future receivables from the resale of the new goods in the proportion of the invoice value for the goods under reservation of ownership to the invoice values for the other processed or reworked goods at the time of processing or reworking.
8. The purchaser is authorised to collect the assigned receivables, even after their assignment. ttv's authority to collect the receivables itself remains unaffected; however, ttv is obligated not to collect the receivables as long as the purchaser complies properly with its payment obligations and is not in default of payment. If the purchaser is in default of payment, ttv can request that the purchaser provide information of the receivables and its debtors, provide all information necessary for the collection, issue all relating documentation and inform the debtors (third parties) of the assignment.
9. If the total value of the assigned receivables exceeds the due invoice amount (including any applicable VAT) by more than 20%, then ttv is obligated to reassign all receivables that exceed the 20% limit.
10. For the duration of the reservation of ownership, the processing or reworking of the goods is always carried out by the purchaser for ttv. If the goods are processed or reworked with other objects that are not owned by ttv, then ttv acquires joint ownership of the new objects in the proportion of the invoice value for the goods to the invoice values for the other processed or reworked objects at the time of processing or reworking. Otherwise, the same applies for the new objects arising as a result of processing or reworking as for the goods under reservation of ownership.
11. If the goods under reservation of ownership are inseparably combined or mixed with other goods that are not owned by ttv, then ttv acquires joint ownership of the new goods in the proportion of the value for the goods to the other combined or mixed goods at the time of combination or mixing. If the combination or mixing has been carried out in such a way that the purchaser's item is to be considered the primary item, it is hereby agreed that the purchaser will assign proportional joint ownership to ttv. The purchaser preserves the sole or joint ownership for ttv.

§ X – Right of retention, offsetting, assignment

1. The purchaser can only claim a right of retention from the same contractual relationship. Furthermore, all rights of retention towards ttv are excluded, regardless of which legal relationship they are from.
2. The purchaser only acquires an offset right if the purchaser's offset claim has been legally determined or undisputed.
3. The purchaser's rights are only transferable with the consent of ttv.

§ XI – Obligation of inspection and notification of defects

1. The purchaser is obligated to inspect the goods immediately following delivery.
2. ttv must be notified of recognisable defects within 3 days following delivery, and of concealed defects within 3 days of their discovery.
3. If obviously damaged goods are delivered by a transportation company, then the purchaser is obligated to notify the transportation company of the damage on acceptance of the goods, and to ensure that this notification is reported in the shipping documentation, the shipping transfer note or on another suitable document where a comment on the delivery note is not sufficient.
4. Each damage notification as per Item 3 must be countersigned by the driver on the documents listed in Item 3. The driver's signature and the truck registration number are compulsory here.
5. If the purchaser neglects to provide this notification, then the purchaser will lose its warranty entitlement insofar as ttv is unable to charge the transportation company for the damage as a result, unless the purchaser can prove that the defect is not due to the damage arising from transportation.

§ XII – Warranty

1. ttv provides a warranty for the agreed quality – excluding immaterial deviations – by means of subsequently delivering defect-free goods or rectifying the defects at the purchaser's request and following the granting of a suitable grace period.
2. The purchaser may only make warranty claims if it has properly complied with its obligation of inspection and notification of defects as required by § 377 of the German Commercial Code (Handelsgesetzbuch - HGB) and as specified in § 11 of the GSC.
3. The purchaser only has further warranty rights if the supplementary performance in the form of rectifying the defect or delivering defect-free goods has failed twice.
4. If the supplementary performance fails twice, the purchaser can generally, at its discretion, request a reduction of the purchase price or a cancellation of the contract (withdrawal). In the event of a minor contractual breach, in particular in the event of minor defects, the purchaser has no right to withdraw from the contract.
5. The purchaser is hereby advised that the quality specifications set out in the product description do not represent any warranties in the legal sense.
6. Furthermore, no warranty will be given for damages arising for the following reasons: Unsuitable or improper use of the goods, as well as incorrect and incomplete information from the purchaser in relation to the required properties of the goods, unless these events can be attributed to a fault of ttv.

§ XIII – Liability

1. All rights of the purchaser to compensation from ttv, for whatever legal reason, are excluded independently of their legal ground, unless ttv or its agents have acted intentionally or with gross negligence or at least breached a fundamental contractual obligation through slight negligence. Fundamental contractual obligations are those obligations that protect the purchaser's fundamental contractual legal positions and that the contract must guarantee in accordance with its content and purpose; essentially, they are also contractual obligations whose fulfilment is a prerequisite for enabling the proper fulfilment of the contract and on the fulfilment of which the purchaser has relied and was entitled to rely.
2. In the event of gross negligence or the negligent breach of fundamental contractual obligations, the compensation is limited to typical and foreseeable damage.
3. Liability for loss of life, physical injury and damage to health or for the absence of a quality, for which a warranty was assumed by ttv, remains unaffected, as does liability in accordance with the German Product Liability Act (Produkthaftungsgesetz).
4. ttv is not liable for damage occurring as a result of force majeure, riots, war, terrorism or natural events or other events for which it cannot be held responsible; these include strikes, lock-outs, traffic disruptions or orders from higher authorities at home or abroad.

§ XIV – Limitation

1. For all claims arising from damage compensation or compensation for wasted expenditure in the event of contractual and non-contractual liability that can be claimed against WACHINGER – except in the event of intent, gross negligence or in the event of loss of life, physical injury and damage to health or freedom – there is a limitation period of 1 year. The period begins on the date specified in § 199 of the German Civil Code (Bürgerliches Gesetzbuch - BGB). The limitation period takes effect at the latest on the expiry of the deadlines specified in § 199, Section 3 and Section 4 of the BGB.
2. In the event of a recourse against the supplier in accordance with §§ 478 and 479 of the BGB, the limitation period remains unaffected.
3. Other limitation regulations of this GSC remain unaffected.

§ XV – Confidentiality

1. The parties are obligated to treat with the utmost confidentiality all trade secrets and confidential information brought to their attention by the other party, and in particular all information regarding client relationships and their details, as well as other key information such as plans, descriptions, product specifications, information on the product processes and any other confidential information provided by the parties in written or other format and/or published, in accordance with the principles of a prudent businessman, and are in particular obligated to not forward any of this information to third parties in the course of trade and/or for marketing purposes, and/or to bring this information to the attention of third parties in another manner, either directly or indirectly or by means of a third party.
2. The confidentiality agreement does not apply if information is publicly known or must be made publicly known in accordance with statutory regulations or an official or judicial order. If a party wishes to rely on one of these exceptions, then this party will bear the burden of proof.
3. The parties will obligate to maintain confidentiality in accordance with Items 1 and 2 all persons who they appoint for the rendering of services or who come into contact in other manners with confidential information as per Item 1 in accordance with their intended function.

§ XVI – Severability clause

If one or more clauses of these General Business Conditions is wholly or partially invalid, this does not affect the validity of the remaining clauses. In this event, the parties are obligated to agree on a regulation that most closely resembles the economic purpose of the invalid clause. The same process must be followed in the event of loopholes.

§ XVII – Applicable law, place of jurisdiction, place of performance

1. German law is exclusively applicable for the business relationship between ttv and the purchaser, even if the purchaser's registered office is located outside Germany. The application of Uniform UN Purchase Law (CISG) is excluded.
2. The non-exclusive place of jurisdiction for all disputes related to the business relationship is that of ttv's registered office.
3. The place of performance is ttv's registered office, unless agreed otherwise in a separate agreement.

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