

Terms and Conditions

1. General Provisions and Scope of Validity

These Terms and Conditions (AGB) always apply to all mutual claims arising from and as part of contract conclusion between the customer and IWB Industrietechnik GmbH. Provisions contrary to our Terms and Conditions, particularly those in the customer's Conditions of Purchase or Terms and Conditions, only apply if we have confirmed these in writing. We are also not subject to such provisions even if we do not expressly object.

The content of the order confirmation applies to business processing. These Terms and Conditions consider the delivery slip or invoice to be the order confirmation, insofar as the order is placed immediately. Silence on the part of the purchaser or customer and/or acceptance of our delivery and services is considered an acceptance of our Terms and Conditions.

These Conditions of Sale only apply to entrepreneurs as described in

§ 310, subsection 1 of the German Civil Code (BGB).

2. Contract Conclusion

All quotations we provide are always non-binding with regard to price, amount, delivery deadlines and availability.

Prices quoted are net prices ex works, excluding statutory value-added tax (VAT).

Orders are only considered as accepted when we have confirmed these in writing. Our order confirmation is considered decisive for contractual content, unless we lodge a written objection within 14 days of the date of our order confirmation.

If the customer places the order electronically, IWB Industrietechnik GmbH shall confirm order receipt immediately by e-mail, insofar as the customer has stated its e-mail address. Confirmation of receipt may be combined with the declaration of acceptance.

Technical modifications are reserved even during order processing, insofar as these are reasonable.

We reserve property rights and copyright on design documents including drawings, calculations and electronic data, as well as hard copy of this data. Transmission of data to third parties requires express prior written permission of IWB Industrietechnik GmbH.

Subsidiary agreements concluded before or during contract conclusion always require our written agreement in order to become effective.

Contract conclusion is executed subject to correct and timely delivery by our suppliers. This only applies in cases in which we are responsible for non-delivery.

3. Cancellation

The customer may cancel its order free of charge until it has received order confirmation from IWB Industrietechnik GmbH. Order cancellation by fax is sufficient.

If the customer makes a cancellation or modification after this point, it shall assume possible planning, material and processing costs incurred by us. Further claims for damages are reserved.

4. Delivery, Shipping and Transfer of Risk

Delivery is executed ex works, excluding packaging, insurance and shipping.

In the case of a net order value of less than € 50.00, a small order surcharge of € 10.00 shall be invoiced. Shipping packaging shall be invoiced.

IWB Industrietechnik GmbH shall select the type and mode of shipping, unless a provision to the contrary has been agreed. IWB Industrietechnik GmbH shall select the shipping company

without liability for selecting the most inexpensive or fastest type of shipping. The customer shall be invoiced the shipping costs.

At the customer's request, IWB Industrietechnik GmbH shall take out shipping insurance at the customer's cost and to the customer's benefit. Shipping and packaging damage shall be reported to us and the responsible haulier immediately.

IWB Industrietechnik GmbH has the right to execute partial deliveries in commercial business; incidentally, only when this is reasonable for the customer.

The risk is transferred to the customer as soon as the goods leave our factory; this also applies in the case of partial deliveries. If the customer collects the goods itself, risk is transferred upon notification of readiness. If dispatch is delayed due to reasons for which the customer is responsible, risk is transferred upon sending the notification of readiness to the customer.

If work performance is rendered, also in the case of partial work performance, this is considered approved 10 days after delivery unless a formal inspection has been agreed or a provision to the contrary has been agreed.

Delivery times are non-binding.

The customer shall observe our assembly instructions when assembling equipment and accessories itself. If this is not the case, we accept no liability for faults and damage incurred.

5. Payment Conditions

Unless a provision to the contrary has been made, invoices from IWB Industrietechnik GmbH are due in full within 14 days. Repairs and wage work are always due in full upon invoice receipt.

In the case of partial deliveries, IWB Industrietechnik GmbH has the right to issue partial invoices for services rendered.

The customer only has the right to offsetting if its counterclaim has been legally established, is undisputed or we acknowledge this.

If conditions become known to us after order confirmation justifying doubt on the customer's creditworthiness or if the customer defaults on other obligations, we have the right to only deliver this and other orders against advance payment, or lodge another security, or withdraw from the contract if the contract is not met. Deliveries may be terminated and goods already dispatched may be recalled.

6. Reservation of Title

IWB Industrietechnik GmbH executes all deliveries subject to extended reservation of title. Ownership of goods is only transferred to the purchaser or customer when all obligations, including all ancillary claims, held by IWB Industrietechnik GmbH towards the customer or purchaser have been met, regardless of the nature of these obligations.

Between transfer of risk and transfer of ownership, the customer shall insure the delivery object against theft, breakage, fire, water and other damage. The customer assigns to us at this point all claims arising from the insurance policies and its claims against its insurer. We hereby accept the assignment.

For open accounts, the reserved property is deemed to be security for the amount outstanding to us. The customer may neither pledge the reserved goods nor transfer their ownership as security. The customer shall inform us immediately of pledges, seizures or other writs.

In the case of all types of breach of contract, the customer is duty bound to return all reserved goods in its possession to IWB Industrietechnik GmbH at its own cost, without requiring prior notice. In the process of return of goods or pledging by us, contract withdrawal is only constituted when we expressly declare so.

7. Warranty

Warranty is based on legal regulations, unless a provision to the contrary applies hereinafter. The warranty period commences with the transfer of goods to the customer.

Warranty claims from the customer are subject to the customer meeting its obligation to inspect the goods and report defects according to § 377 of the German Commercial Code (HGB).

Punctual dispatch suffices for observance of the deadline.

In the case of defects, we shall initially provide warranty in the form of supplementary performance or replacement delivery, as we desire. The customer has the right to a price reduction or contract withdrawal only after supplementary performance fails twice.

IWB Industrietechnik GmbH does not provide warranty for damage and faults resulting from improper use, application and storage, negligent or incorrect handling or through overstress. The warranty becomes invalid if the customer itself performs repairs or tampers with the goods, or allows a non-authorised person to do so, insofar as the fault can be connected to this.

The warranty also does not include removal of defects arising from wear and tear or external influences. The warranty becomes invalid if the purchaser modifies equipment, elements or additional devices without the written permission of IWB Industrietechnik GmbH. This does not apply if the purchaser can provide full proof that the modifications in question were neither entirely nor partially caused by such modifications and the removal of these faults shall not be made more difficult through these modifications.

Warranty repairs are performed free of charge upon delivery of the unit to our factory. If work is carried out on your premises, we invoice the travelling expenses for the outward and return journey to/from 99867 Gotha.

8. Liability

Claims for damages due to all breaches of duty arising from the obligation and from tort - particularly regarding consequential loss - are excluded.

Our liability remains intact in the following cases: claims arising from injury to life, body or health; claims arising from the Product Liability Act; for express written guarantees; and for cases where we are culpable of intent or gross negligence.

Liability for consequential loss, particularly for savings not achieved or profits lost, are excluded, unless they are based on intent or gross negligence by us or our vicarious agents.

Insofar as we are not accused of intentional breach of contract, liability for damages is limited to the foreseeable, typical damage.

The period of limitation on warranty claims is 12 months, calculated from the transfer of risk.

The period of limitation in the case of a delivery regress according to §§ 478, 479 BGB remains untouched; this has a duration of five years, calculated from the delivery of the defective goods.

9. Overall Liability

Further liability for claims for damages than described in clause 8 is excluded – notwithstanding the legal nature of the asserted claim –. This particularly applies to claims for damages arising from faults upon contract conclusion, other breaches of duty or tort claims for replacing property damage according to § 823 BGB.

Insofar as the liability for damages on the part of IWB Industrietechnik GmbH is excluded or restricted, this also applies with regard to personal liability for damages of its employees, members of staff, co-workers, representatives and vicarious agents.

Liability for an individual damage case is limited to 1 million euros.

10. Place of Performance and Place of Jurisdiction

Legal relationships with our customers are subject to the law of the Federal Republic of Germany.

The sole place of performance for both contractual parts is our company headquarters in 99867 Gotha.

Place of jurisdiction for all legal disputes arising from this contract, including regarding its creation and effectiveness, is Erfurt. However, we also have the right to take court action at any other statutory place of jurisdiction.

11. Modifications

Modifications to these Terms and Conditions or other contractual agreements shall be made in writing.

12. Partial Effectiveness

If individual parts of these Terms and Conditions should become ineffective through law or individual contracts, the effectiveness of the remaining provisions shall remain untouched.

IWB Industrietechnik GmbH
Version dated 01 January 2008