

# GENERAL SALE and DELIVERY CONDITIONS (GSDC)

## of RumA Reinigungstechnik Zentrifugen und Anlagenbau GmbH, Holcimstraße 1, 78187 Geisingen

### 1. General, area of validity

- 1.1. Our General Sale and Delivery Conditions (GSDC) are valid exclusive of all others.  
We will not accept any conditions of the customer that may be contradictory or vary from those set out below, except where the application of such conditions has been agreed by us in writing. The GSDC also apply where we carry out the delivery without reservation in acknowledgement of contrary or otherwise varying conditions of the customer.
- 1.2. All agreements reached between ourselves and the customer during the contract negotiations or for the execution of the main contract, are detailed in writing in this contract. No agreements have been concluded other than those contained herein. Additional oral agreements are only valid where they are confirmed by us in writing. The customer retains the right to provide evidence of an additional oral agreement in the absence of written confirmation.
- 1.3. Our GSDC are applicable for all customers who are not consumers under the terms of § 13 BGB.  
A commercial operator is in the first instance a natural or legal entity or a judicable partnership that in concluding a legal transaction is acting in the execution of its commercial or independent business activity (§ 14 BGB). For the purposes of our GSDC, a commercial operator is also a legal entity under public law and a special fund under public law. A consumer is any legal entity which concludes a legal transaction for a purpose that cannot be ascribed to a commercial or independent business activity (§ 13 BGB). Customers within the terms of the GSDC are both consumers and commercial operators including legal entities under public law and special funds under public law.

### 2. Offer, offer documentation

- 2.1. The order signed by the customer is a binding offer. We are entitled to accept this offer within two months. If the offer is not accepted by us within this period, it is regarded as having been declined by us.
- 2.2. Our offers are not binding, unless stated otherwise in the order confirmation or in our offer.
- 2.3. We retain rights of ownership and copyright over illustrations, drawings, calculations, and all other offer documentation.

### 3. Prices, conditions of payment, default of payment by customer, exclusion of set-off, compensation for failure to take delivery

- 3.1. Unless otherwise indicated in the order confirmation, prices are net from the above company address specifically exclusive of packaging, insurance, taxes, official charges and dues, customs duties.
- 3.2. Discounts must be supported by a specific written agreement.
- 3.3. Unless otherwise indicated in the order confirmation, our invoices are payable without deduction within 14 days of dispatch of the goods or from commencement of the default of acceptance. On expiry of the 14 days from dispatch, the customer is deemed to be in default of payment; there is no requirement for a separate reminder. However, the latest point at which the customer will be in default of payment will be that at which, within 30 days of the due date and receipt of our invoice or equivalent payment schedule, the customer has not paid the due amount to us.
- 3.4. Where the customer defaults on payment, we are entitled to charge flat-rate interest of 8 percentage points above the applicable basic rate of the European Central Bank as per § 247 BGB. We are entitled to assert a claim for higher damages arising from default of payment, where we can prove that these were incurred. Where the customer does not accept the goods without justification or where, without justification, it withdraws from the contract, we are entitled, on expiry of a suitable extension period as notified to the customer, to cancel the contract and/or request compensation for damages in lieu of payment to the extent of a flat-rate sum of 25 % of the net order value. The customer expressly retains the right to provide evidence that no damages have been incurred or that any such damages were considerably less than the flat-rate claimed. We retain the right to provide evidence that higher damages have been incurred.
- 3.5. Where the customer defaults wholly or in part on a payment for more than 30 days or where an application is made for insolvency proceedings against its assets, we are entitled, without prejudice to any other rights, to call in all claims for payment by the customer immediately, to withhold all deliveries and contractual obligations and to assert all claims to reserved ownership in accordance with §§ 449, 323, 985 BGB.
- 3.6. In those cases referred to in section 3.5 and in the case of other major breaches of contractual obligations by the customer, we are entitled – without necessarily offering a further suitable deadline for payment – to withdraw from the contract, to retrieve the goods under reserved ownership and to this end to enter the place of storage or usage of the goods. Where the customer is a consumer, retrieval of the goods is only possible where the conditions for our withdrawal from the contract with the customer are present and where we have exercised the right to withdrawal. The declaration of withdrawal must be received by the customer before retrieval and no later than at the point of retrieval. The customer waives those rights to which it would be entitled under the rules of unlawful interference with possession and authorises us in such cases to enter those areas where the reserved ownership goods are located.
- 3.7. The customer may only exercise a right of set-off where its counter-claims have been legally recognised, where they are uncontested or acknowledged by us. A right to withhold payment does not arise from a contested counter-claim.

### 4. Delivery time, delivery problems, delivery delay, price adjustment

- 4.1. Agreed delivery, development, production and other deadlines are only binding on both parties where they have been expressly described as binding. Except where otherwise agreed in the main contract, the commencement of the delivery period quoted by us requires the prior resolution of all technical queries and the punctual and correct fulfilment of the customer's contractual obligations.
- 4.2. Where we are not able to deliver goods within the correct period on account of force majeure or other circumstances beyond our power, the delivery period will be extended for the duration of such circumstances.
- 4.3. Where the fulfilment of contractual obligations is prevented for more than two months on account of circumstances as in 4.2, both sides (however, where the delivery deadline is not met by us for reasons other than those referred to in 4.2 then only the customer) are entitled to withdraw from the contract on account of the delayed delivery. Except where binding delivery dates have been agreed in the main contract, withdrawal requires a prior written warning from the customer and the setting of an extended deadline of at least 14 working days. This does not apply for cases falling under § 323 II, IV BGB and where a fixed period commercial transaction has been agreed.
- 4.4. Where no specific delivery date has been guaranteed by us, the customer may demand delivery by us 20 days after expiry of a non-binding delivery date or a non-binding delivery period. On receipt of this demand we will enter into default. Where the customer has a claim for compensation for damages following a default of delivery, this will be limited on our side to no more than 1% of the agreed purchase price in the case of ordinary negligence. If the customer wishes in addition to withdraw from the contract and / or request compensation for damages in lieu of performance, it must, following expiry of the 20 day period, give us a suitable extended period in which to deliver the goods or fulfil the contractual obligation. Compensation for damages is excluded in the case of ordinary negligence. In other respects the customer may only request compensation for damages where the pre-conditions for such are met subject to the following provisions under sections 5. - 9.
- 4.5. Where a non-availability of the contractual obligation promised was not foreseeable at the time of the conclusion of the contract, we are entitled to withdraw from the contract. We are committed to notifying the customer immediately of any non-availability and to return any payments made by the customer immediately. Where the non-availability of the promised contractual obligation was not foreseeable at the time of conclusion of the contract, a liability on our part is, as in the case of contractual breaches through ordinary negligence, excluded with respect to the possibility of foreseeing the problem, except where the damages incurred thereby were a result at least of negligence on our part in causing damage to life, body, health or a basic contractual obligation (material obligation)
- 4.6. Unless otherwise stated in the order confirmation, we are entitled at any time to deliver or undertake part-deliveries..

### 5. Fault guarantee, compensation for material faults

- 5.1. The customer may only make a claim with respect to material faults where the goods have been regularly maintained and cleaned in accordance with the legal accident prevention regulations and the instructions in the guide to operation
- 5.2. Details given in catalogues, brochures, newsletters, advertising, illustrations and similar public marketing material with regard to performance, size, weight, price and similar are non-binding, except where they are expressly incorporated into the contract..
- 5.3. On detection of a fault, we may choose between removal of the fault and delivery of a replacement. We are entitled to a period of 20 working days to carry out any such rectification. In so far as is deemed reasonable to the customer, we are entitled to make several attempts at rectification. This also applies, where we have promised the customer that we will carry out services in the sense of § 631 ff BGB.
- 5.4. Where we are not responsible for the fault, we may refuse to rectify it (by replacement delivery or repair) on the grounds of disproportionate cost, if the cost of such subsequent rectification exceeds the value of the defective part in its fault-free state by 150 %. This also applies where the cost of rectification exceeds the loss in value caused by the fault by 200 %.
- 5.5. Where we are unable to rectify the fault, where both means of rectification, i.e. removal of the fault or delivery of a fault-free item, are refused, or where the customer cannot reasonably accept the type of rectification to which it is entitled, then it is absolutely free to request at its own choice either reduction in payment (abatement) or, unless the object of the fault liability is construction work, the reversal of the contract (withdrawal) and / or, where the legal preconditions are met and subject to the following provisions (5.6, 5.7, 5.8, 6., 8. and 9), compensation for damages. Minor contractual infringements do not, however, give rise to a right of withdrawal
- 5.6. Where the customer chooses to withdraw from the contract following the failure of attempts to rectify a fault, it will not additionally have a right to compensation for damages on account of the fault. In this case § 325 BGB is eliminated by agreement. Where the customer opts to withdraw from the contract, this does not prevent it from claiming compensation under the terms of § 280 II BGB in conjunction with § 286 BGB for the damages incurred as a result of delay up to the point of withdrawal.
- 5.7. Where the customer chooses to request compensation for damages following the failure of attempts to rectify a fault, the goods will remain with

the customer, if this can be reasonably expected. For material faults the right to compensation for damages is limited to the difference between the purchase price and the value of the defective item. This limitation does not apply in relation to claims arising from injury to life, body or health or from other damages for which we are responsible and where such damages have been caused wilfully or by gross negligence on our part.

A contractual infringement by a legal representative or vicarious agent is equivalent to any such infringement on our part within the meaning of our GSDC. In so far as we are liable for contractual infringements on the merits of the case, our liability is limited – except for cases of wilful intent and culpable injury to life, body or health – to the foreseeable, direct, average damages as are typical of such contracts depending on the type of goods.

- 5.8. Where the customer accepts a defective item even though it is aware of the defect, then it will only be entitled to exercise claims and rights in relation to faults in accordance with § 437 BGB to the extent indicated above, if it reserves such rights on account of the fault at the point of inspection and acceptance
- 5.9. Where the customer makes a guarantee claim to which it is not entitled, then it must compensate us for all costs arising in connection with the testing of the goods, in so far as it is responsible for making the claim recklessly, with gross negligence or wilful intent.
- 5.10. In so far as we are entitled to exercise other rights, these remain unaffected.

## 6 Inspection and requirement to give notice of defects

- 6.1. If the customer is a commercial operator under the terms of HGB (German Commercial Code), it must inspect the goods immediately following their handing over, in so far as this is possible in line with correct business practice. Where a fault is detected, it must be brought to our attention immediately and specifically.  
The period for the requirement to give notice of defects is no more than 10 days; the date taken is that of the receipt by us of a written (or faxed) notice of defect. Where the defect does not become evident until later, the customer is obliged to advise us of the fault immediately following its detection.
- 6.2. The guarantee rights of a commercial customer will lapse where it fails to meet the requirements laid out in 6.1.
- 6.3. Where the customer is not a commercial operator under the terms of the HGB, it must give written (or faxed) notice of obvious defects within four weeks of receipt of the goods. In this case sending of the notice within the period is sufficient.
- 6.4. The goods subject to the notice of defect must be returned to us carriage-free by the commercial customer in its original or an equivalent suitable packaging.

## 7 Warranties

- 7.1. Unless otherwise agreed by contract, we do not guarantee any specific properties of the goods nor do we offer any warranty to the customer.
- 7.2. In so far as a warranty has been issued by the manufacturer, the rights of the customer to make a claim against the manufacturer are unaffected.

## 8 Liability and restriction of liability

- 8.1. Except where determined by contract or otherwise under the terms of the above provisions, liability on our part is excluded in cases of contractual infringements caused by ordinary negligence, unless such damages as were caused by us relate to injury to life, body, health or a basic contractual obligation (material obligation) or where a claim for cover within the framework of a product liability insurance policy can normally be asserted with respect to the damages incurred by the customer.
- 8.2. In so far as we are liable for contractual infringements on the merits of the case, our liability is limited – except for cases of wilful intent and culpable injury to life, body or health – to the foreseeable, direct, average damages as are typical of such contracts depending on the type of goods. In cases of ordinary negligence, liability is limited to the figure of 1.1 times the net purchase price. Where it would normally be possible to assert a claim within the framework of the cover provided by a product liability insurance policy for the damage incurred by the customer, the limitations of liability under 8.1 and 8.2 do not apply, as long as the minimum sum insured under a product liability insurance policy, such as would normally be taken out, is sufficient.
- 8.3. In so far as we are liable for damages caused by delay, this liability is limited to up to 5% of the net purchase price agreed with us. The limitation does not apply where, following a contractual infringement arising through our negligence, damage is caused to life, body or health or where, following a contractual infringement arising through our gross negligence, other damage is caused.
- 8.4. Where and in so far as our liability under sections 8.1 – 8.3 is excluded or limited, there is a similar exclusion of liability for our legal representatives or vicarious agents. This also applies for any exclusion of liability under section.5.7
- 8.5. The mandatory provisions of the Product Liability Act remain unaffected.

## 9 Guarantee expiry period

- 9.1. The guarantee period following the purchase of new and / or used movable

items is 1 year from delivery of the item.

- 9.2. Where the object of the contract is a service, the guarantee period is 1 year from the legal point of commencement. The 5-year guarantee expiry periods under §§ 438 I no. 2, 634 a) I no. 2 BGB remain unaffected.
- 9.3. In relation to the purchase of movable items, the customer's rights to claim compensation for damages expire one year from delivery of the item. This does not apply if we have acted with malicious or wilful intent. The expiry period under § 438 I no.2 BGB is unaffected. Where the object of the contract is a service, the expiry period commences on acceptance by the customer (§§ 640 I, 646 BGB). The expiry period under § 634 a) I no.2 BGB is unaffected.
- ## 10. Reserved ownership, copyright, granting of licence, contractual penalty
- 10.1. We reserve the right to ownership of all items and materials delivered up to the point of receipt of all payments arising from the corresponding contract.
- 10.2. The reserved right of ownership also applies for our claims to payment relating to the current transactional relationship up to the point of settlement of claims to payments due in connection with the purchase. At the request of the customer, we are obliged to waive our reserved right of ownership where the customer has indisputably carried out all payments due in connection with the purchase object and has provided appropriate security for the remaining amounts due under the current transactional relationship.
- 10.3. For the delivery of goods (including software), the customer is entitled to sell these on and use them as part of normal business activity. However, it hereby transfers to us immediately any claims to payment up to the full final invoice total (including sales tax) of the amount receivable by us, such as may become due to it following the onward sale of the goods from their recipients or third parties, irrespective of whether the item has been sold on without or following use.  
We can also collect the payment due ourselves, where the customer defaults on payment or where an application is made to initiate insolvency proceedings.  
All other claims for payment relating to the item subsequently sold on and based on other legal grounds (e.g. existing insurance, unauthorised actions) are also transferred to us.
- 10.4. In so far as the realisable value of all the security rights, to which sum we are entitled under the above provisions, exceeds the sum of all secured claims by more than 20 %, we shall at the request of the customer release the excess portion of the security rights at our choice. In the case where insurance has been taken out to cover the goods under reserved right of ownership against theft, breakage, fire, water or other damages, the customer hereby transfers to us its rights under the insurance agreement; we accept the transfer.
- 10.5. The assertion of reserved right of ownership as well as the seizure of the delivery object by us do not constitute withdrawal from the contract.
- 10.6. Where software forms part of the contract object, the customer is not entitled, except where agreed otherwise in the contract, to let, lease or lend the software. Neither partial nor complete copying of the programmes received is permitted – except as above and with respect to those exceptions provided for under law.
- 10.7. Following any behaviour of the customer that constitutes an infringement of the contract, especially in respect of default of payment, we are entitled to retrieve the reserved ownership goods and to this end to enter the storage or usage location of the goods. Even though we shall declare withdrawal from the contract prior to retrieval of the reserved ownership goods, we are entitled, where the customer is a commercial customer, to demand the retrieval of the goods without a prior declaration of withdrawal; to this extent § 449 II BGB is eliminated by agreement. The customer waives those rights to which it would be entitled under the rules of unlawful interference with possession and authorises us in such cases to enter those areas where the reserved ownership goods are located.
- ## 11. Place of jurisdiction, place of fulfilment, final provisions
- 11.1. The place of jurisdiction is Villingen-Schwenningen.
- 11.2. Unless otherwise stated in the order confirmation, our registered office is also the place of fulfilment.
- 11.3. German law applies exclusively under exclusion of UN purchasing law.
- 11.4. We enter the data of all business partners in files for processing. Your attention is drawn to this. The customer declares its agreement with the storage of the data.
- 11.5. Should any of the above GSDC be or become invalid, the remaining provisions remain valid. In this case the parties will reach agreement on replacement of the invalid provisions with admissible provisions that both correspond to the legal provisions and meet the original purpose as far as is possible.