

General Terms and Conditions for Delivery zirkon Druckmaschinen GmbH

1. Performance

The services to be rendered to our customers are specifically set down in our written confirmation, our documents relevant to the order (e.g. plans, drawings, illustrations, data and weight and measurements) as well as by our written Special and General Terms and Conditions for Delivery. Any conditions of our customers will be included in the contract.

We reserve the right to render partial delivery of our services.

We reserve all copyright and ownership rights to any documents provided by us. They may only be made available to third parties on our express written agreement.

Our services comply with EU standards; customers outside the EU are themselves responsible for ensuring fulfilment of the respective national regulations.

2. Prices and payment

The prices agreed are ex works. Our customers pay for packing and shipment. In addition we charge the respective legal VAT. We reserve the right to demand an unlimited and irrevocable guaranty of payment by a large bank, should the total price exceed EUR 10,000.

We can charge the customer separately for any service only partially rendered.

Should our suppliers increase their prices and should our services be rendered to our customers more than four months after closing the contract, we reserve the right to charge the customer for the price increase.

Payments by our customer must be made within 30 days of the date of invoice; after this date the customer is in default. The customer is allowed a deduction of 2% on payment within 14 days of the date of invoice.

Our customer can only offset with undisputed or legally determined accounts receivables.

3. Time limits, performance

The time limits agreed on for our performance are approximate values only unless they are expressly described as binding. They are hindered until we have received the documents, approvals, releases and deposits to be provided by the customers as well as for the duration of any delay caused by our customer.

Our performance is considered complete on shipment to our customers, as soon as the item to be delivered leaves our plant, on collection by our customers, as soon as we have informed them that the item is ready to be shipped, or, insofar as this has been agreed, on installation at the customers' company.

Should shipment or installation be delayed on the wishes of the customers or should the customer not collect the item immediately in spite of the fact that they have been informed that the item is ready to be shipped, the customer must compensate us for all expenses and damage incurred as a result, this sum being at least 1% of the agreed price for each month of delay begun; our customer has the right to provide proof that we incurred no damage or that the damage is less than the amount mentioned.

If supplier defaults in delivery and purchaser suffers damage from such default that can be proved, he shall be entitled to claim compensation for loss occasioned by default. It shall be 0.5% for each full week of delay but maximally 5 % of the value of the part of the total delivery that cannot be used in time or according to contract because of such default.

4. Insurance

We reserve the right to insure the agreed performance against theft, breakage, fire, water, transport and other damage at the customers' cost.

5. Reservation of ownership

We reserve the right to retain ownership of our performance until payment of our accounts receivables from the contract has been made in full. Until that point of time, our customers do not have the right to use, pledge or transfer ownership as a security. In case of resale, the claims of our customers against the purchaser are transferred to us.

6. Liability

We accept no liability for any use of our services rendered which is not in accordance with the provisions. In addition, our liability and that of our sub-suppliers is limited to intention and gross negligence insofar as this is legally admissible.

7. Defects

On receipt of our services, the customer must examine the delivery immediately and report any defects to us within a preclusive period of three days in case of a mutual business agreement and in other cases within a preclusive period of two weeks.

In principle, claims for defects are limited to the right to later delivery of the items.

In this process we reserve the right to attempt to remedy the defects to an extent reasonable for our customers. Should we not make use of this right or should the attempt to remedy the defect fail, we can deliver a defect-free item to our customers, whereby we reserve the right to make such deliveries as often as is reasonable for our customers. Our customers pay for all (their, our and other) expenses incurred in remedying the defect, in particular transport, labour and material costs, insofar as this is legally admissible.

Should delivery of a defect-free item fail, our customers have the right to reduce or, if the defect does not concern construction services, withdraw from the contract. Our customers are not entitled to remedy the defect themselves and demand compensation for the expenses incurred.

Claims for defects become invalid, insofar as is legally admissible, at the end of the year declared in the legal statute of limitations unless the contract concerns the purchase of consumption goods which were not used.

8. Valid law, place jurisdiction, place of performance

German law and the German language are exclusively valid. Place of jurisdiction and place of performance is Leipzig, in as far as our customers are business persons, legal persons under public law or public special assets.

9. Agreements in writing

All agreements are to be made in writing, including any declaration not to put agreements into writing.

10. Separability clause

Should any individual provisions of the contract become invalid, the validity of the remaining provisions hereof shall not be affected. In such case the void and/or ambiguous and/or unenforceable provision shall be replaced by relative provisions coming as close as possible to the economic purpose of this agreement, or be interpreted accordingly. Any gaps shall be filled according to the intended economic purpose.