

1. General

All goods and services are subject to these General Terms and Conditions. For differing or additional agreements - in particular contradictory terms - written consent is required. All orders and any special assurances must be confirmed by europascal. This form can only be waived by written agreement.

2. Prices

The prices are market prices. Prices and condition terms of supplies and services of the written order confirmation are binding. europascal, however, reserves the right, in the event of a material change in the calculation of basic (for example: change in customs duties, transportation or excise taxes, foreign exchange management, etc.) to adapt the prices until delivery of the goods adequately. It does not apply to non-traders. With a possible price increase of more than 5% of the net price (without VAT), the buyer has the right to withdraw from the supply contract, within a period of 10 days after notification of the price increase.

Prices are ex works. Payments are made from the invoice date within 30 days net without any deductions, unless otherwise agreed. Excluded from any discount granted are bills for rent, repairs, servicing and maintenance work, which must be paid within 14 days without any deduction. For contracts for the supply of systems - in the following mentioned "system" - with a contract value of more than 50,000 € (without VAT) 30% of the purchase price must be paid upon confirmation, 50% upon delivery and the rest of their establishment and notification of operational readiness are due.

If date of a construction of system to the planned delivery date delayed by more than one month, for reasons not attributable to europascal, the (remaining) purchase price is due, a month after the declared readiness.

3. Delivery times

Delivery dates and deadlines are binding if they are made by the buyer of the europascal expressly identified as binding, and the deadline accordingly.

If non-compliance with a deadline due to unforeseen obstacles that lies beyond the control of europascal, the period shall be extended accordingly. europascal is only obliged to supply equipment, after a binding agreement between the buyer and europascal regarding site conditions and installation.

The buyer has the right, in the event of delayed delivery, after the expiry of a grace period of europascal, withdraw the relevant delivery charge. Any claims for compensation by the purchaser due to delayed delivery or service is limited to the period of delay per month to consummate ½ per cent, but not exceeding 5% of the contract value. This does not apply if held mandatory in cases of willful intent or gross negligence.

Any further liability by delays will not accepted by europascal.

4. Transfer of risk

The risk passes to buyer by dispatch the goods to the buyer by europascal. europascal insure the goods of sufficient value against shipping damage. The insurance costs are taken by the customer.

5. Retention of titles

europascal retains the title to the goods delivered until full payment of the purchase price and the date of business connections to the buyer incurred claims.

6. Preparation and readiness

The delivery and performance is achieved if plant was set up for operation, the rest with shipping of the products. europascal will inform the buyer about readiness of the system in writing.

7. Warranty

europascal ensures that the goods, at the time of delivery, are free from defects in material and workmanship and the contractually assured characteristics. The warranty period for repairs and replacements made after expiry of the original warranty period, 6 months, for all other products 12 months. The buyer will inspect the goods immediately after delivery, in systems for notification of

operational readiness. If it shows a deficiency, he will notify europascal immediately and return the product for troubleshooting at europascal.

The warranty begins upon receipt of the goods by the buyer. For products that are installed from europascal applies the following: The warranty period begins with the delivery of the ready products. If the period for delivery of goods extended to more than one month, for reasons not attributable to europascal, the warranty period will begin one month after delivery of the products. europascal is committed in the case of guarantee to rework the defective product at its own discretion or replace it with flawless products. All repair costs - including the necessary replacement parts - are taken on by europascal in case the guarantee. The buyer allows europascal the time and opportunity necessary to eliminate the deficiencies in its reasonable discretion. If the buyer refuses this, europascal is exempt from the warranty. In the case of failure to repair or to replace, the purchaser has the right to demand a reduction of the purchase price or to cancel his agreement, if there will be no agreement regarding reduction between europascal and the buyer. Any warranty is excluded if the purchaser or a third party changes or repairs of any kind on the goods or handles the goods improperly.

8. Claims for damages

Claims for damages against europascal and its vicarious agents, regardless of the legal basis (for example: from consulting, breach of contract or tort), including for indirect and consequential damages are excluded. This does not apply if liability is mandatory in warranted properties.

In case there are claims for damages against europascal, its agents or assistants, these expire within one year of delivery of the products, for plants from notification of operational readiness

9. Intellectual property rights and copyrights

The buyer shall inform europascal immediately in writing, if he gets indicative of violation of German intellectual property rights or copyrights by a product supplied by europascal.

In this case, europascal is alone be entitled and obliged to defend the buyer against the claims of the holder of such rights and to regulate such claims at its own expense, unless they are protected on a direct infringement of a product supplied by europascal. Then europascal will procure on the buyer the right to use the product. If this is not possible on commercially reasonable terms, europascal will amend the product by their own choice or replace it, that property rights are not violated, or take the product back and refund the purchase price minus a past use option.

Conversely, the Purchaser shall defend europascal against all claims of the holder of such rights or release, which arise against europascal, because europascal performed instructions of the buyer or the buyer has altered the product or integrated into a system.

This regulation includes, section 8 paragraph 1 sentence 2, all liability obligations in connection with the violation of intellectual property rights and copyrights

10. Software

The programs and documentation are only for internal use by the buyer for which determined from europascal delivered products. The buyer must ensure that these programs and documentation are not accessible to third parties without prior written consent of europascal. Copies may - be made only for archival purposes, or as a substitute for troubleshooting - without assuming any liability by europascal. Sentence 2 applies to copies. If the originals indicate a notice of intellectual property rights, this note must be write down on copy too. Copies for an additional workstation can be only used by written permission of europascal.

11. Performance and Jurisdiction

Place of performance: Hanau
Jurisdiction for both parts is Hanau