

General Conditions of Sale

1. General Terms and Conditions

1. The following terms and conditions of sale shall form an integral part of all our offers and contracts regarding supplies and services. Irrespective of the contract type, the customer shall be referred to hereinafter as the "Buyer".
2. Differing agreements and conditions, in particular conditions of purchase, shall only be considered binding on our part if they have been confirmed by us in writing.
3. With regard to customers under public law, these general terms and conditions shall only apply provided that they do not contradict the German Contracting Regulations (VOL).

2. Contracts

1. We shall be bound by all offers for a duration of three months; however this binding effect shall apply solely to written offers. The period shall begin on the date specified on our offer.
2. If the Buyer, when placing an order, deviates from our written offer or places an order based on a verbal offer, the contract shall only come into force with our written confirmation.
3. Agreements which are concluded with our employees require our written confirmation in order for them to become legally effective.
4. Should two letters of confirmation containing differing conditions cross over, ours shall be the one deemed to be agreed.

3. Charges and payment terms

1. Prices shall only be considered binding on our part if they have been declared by us in writing.
 2. The prices declared in writing are exclusive of the statutory VAT in force on the date of invoice.
 3. If fixed costs for supplies and services, which are to be made later than four months after conclusion of the contract, are increased, e.g. an increase in wages, salaries, costs for materials and electricity, changes to existing or the introduction of new public levies, etc. by more than 5%, we shall be entitled to increase our prices accordingly. This right of increase shall also be exploited if a service can only be performed after the four-month period has expired for reasons for which the Buyer is responsible.
- If the price adjustment for the aforementioned reasons results in an increase of more than 25% for the Buyer, the Buyer shall have the right to withdraw from the contract.
- This right of withdrawal is excluded if the service can only be carried out after expiry of the four-month period for reasons for which the Buyer is responsible.
4. The prices stated refer exclusively to the purchase item. Packaging and transport costs are not included in the indicated prices and shall appear as a separate item on the invoice.
 5. In the case of default of payment, or protest of a bill or a cheque, we shall retain the right to only perform additional services for the Buyer against cash in advance, to place all outstanding invoice amounts as immediately payable and to demand cash payments or sureties against the return of bills of exchange accepted on account of performance. In the event of the commencement of any insolvency proceedings against the Buyer or if the Buyer himself has filed for insolvency, we shall also retain the right to withdraw from the contract and to demand the relinquishment of our goods and services.

4. Set-off and right of retention

Set-offs and counterclaims are only permissible provided that the Buyer's receivables are undisputed, res judicata or ready for decision by the court. The same prerequisites apply to the exercise of rights of retention by the Buyer.

5. Transfer of risk and delivery

1. The delivery time complies primarily with the written agreement reached with the Buyer. In the absence of such an agreement, a delivery time of eight weeks from the day of placement of the order shall be deemed as agreed. However, we shall be entitled to perform the contractual service prior to this period; the Buyer shall be notified of this. At the start of the term of delivery, however, all documentation and components, necessary authorisations, acceptances, as well as the timely clarification and approval of plans to be delivered by the purchaser are required for submission.
 2. If we do not adhere to the term of delivery arising from section 4, point 1, the Buyer shall be obliged to set a time limit of four weeks for the faults to be remedied. This period begins on the day on which we receive the Buyer's declaration of defects. Contractual penalties for exceeding the term of delivery shall not be borne by us.
 3. Industrial action or unforeseeable and extraordinary occurrences, such as jurisdictional measures, traffic disruption, disruption within the company caused by force majeure, delays in the delivery of essential raw materials and building materials, extensive shortfall in personnel and machinery, shall exempt us for the duration of the effects thereof or in the case of unfeasibility shall exempt us completely from any liability.
- This shall also apply if these disturbances occur in the course of an already existing delay. The Buyer shall be notified of the beginning and end of such interruptions as soon as possible.

4. The place of performance for our contractual duties shall be our registered offices. The Buyer shall bear the risk of any requested deliveries. In this case, delivery shall be made to the agreed location requested by the Buyer; in the event of a shipment, the risk shall pass to the haulier, freight carrier or any other person charged with delivering the consignment to the Buyer. Packaging and despatch for the cheapest and quickest shipment is carried out in accordance with the Buyers instructions, and in the absence of such at our discretion without liability. Transport insurance shall be the responsibility of the seller.

6. Reservation of title

1. The goods delivered shall remain our property as retained goods until the purchase price and any existing receivables relating to the purchase item have been paid. Moreover this retention of title shall remain in place until repayment of all existing receivables which have arisen as a result of the business relationship. The adjustment of individual receivables on a running account or final account balance and the acknowledgement thereof shall not affect the reservation of title.

If the value of the retained goods transcends our accounts receivable by more than 25% and if these receivables do not relate to the purchase item, we shall be obliged to relinquish ownership to the Buyer.

If the seller's liability on a bill is created in association with payment of the purchase price, the reservation of title shall not expire until the bill has been honoured by the Buyer as the drawee. In the event of default of payment on the part of the Buyer, we shall be entitled to, after sending a reminder, retrieve the retained goods and the Buyer shall be obliged to relinquish said goods.

2. The Buyer may process the retained goods and transfer them on within the ordinary course of business with the same reservation of title as our reservation of title. However, this does not apply if the Buyer has assigned his own accounts receivable globally or in part to a third person, e.g. creditors. In this case, special agreements are to be reached concerning the usage of the goods.

If the Buyer has sold the retained goods and our reservation of title has been annulled due to this sale, the Buyer's claims against his customers shall take the place of our reservation of title.

3. If retained goods are processed by the Buyer into new movable goods, we shall obtain ownership of the new goods.

If goods are processed along with goods from other parties, we shall obtain co-ownership of the new goods according to the ratio of the value of the retained goods and the value of the other goods at the time of processing.

If the retained goods are mixed or in any way connected to the goods from other parties pursuant to sections 947 and 948 of the German Civil Code (BGB), we shall acquire co-ownership in accordance with legal regulations.

Should the Buyer acquire sole ownership by processing, connecting or mixing the retained goods with the goods of other parties, both we and the Buyer shall be in agreement that the co-ownership of these movable goods according to the ratio of the value of the retained goods and the value of the other goods at the time of processing, connecting or mixing shall be transferred to us. In this case, the Buyer shall be obliged to store at his expense the retained goods under our ownership or co-ownership.

4. Receivables which the Buyer acquires from the sale of our goods - irrespective of their condition - to third parties, are transferred to us at the present time to the amount of their value; we accept this transfer. If our goods are sold in connection with the goods of third parties, the aforementioned transfer shall take place according to the ratio of the value of our goods and the value of the third-party goods.

5. The Buyer shall be entitled and authorised to resell, use or install our retained goods only on the proviso that the receivables, in terms of section 6, point 4, are transferred to us de facto. The Buyer shall not be entitled to any other dispositions regarding the retained goods, in particular bonds or cessation by security. The buyer must report any garnishment, seizure or any other disposition by third parties to us immediately.

6. Until the right is revoked, we authorise the Buyer to collect assigned receivables in accordance with section 6, point 4.

As long as the buyer fulfils his financial obligations, we shall make no use of our own obligation to collect. At our request, the Buyer has to nominate the debtors of the assigned receivables and notify them of the act of transfer. If the Buyer does not comply with the aforementioned duty to notify the debtors, we shall have the right to notify the debtors of the transfer ourselves.

7. The assertion of the right arising from our reservation of title and our enforcement in retained goods shall not be deemed as a withdrawal from the contract unless there exists a mandatory statutory provision to the contrary.

8. Should the value of the granted securities exceed the receivables by more than 25%, we shall be obliged at our discretion to their reassignment or release. On repayment of all our receivables arising from the business relationship, the ownership of the retained goods and the assigned receivables shall be transferred to the Buyer.

7. Warranty

1. Should the contractual item not be in the agreed condition or have a material defect, the Buyer shall have the following rights (as described in points 2 to 7). We shall not provide any special guarantee, resulting in additional rights (Sections 443, 477 German Civil Code (BGB)) declaring the condition of the goods.

2. The Buyer shall be obliged to examine goods delivered for any visible defects, which may not stand out to the average customer. Visible defects include errors in manuals as well as extensive or slightly visible damage to goods. Also included are cases where the incorrect item or quantity has been delivered. Such visible defects are to be notified to us in writing within two weeks of delivery. Sections 377 and 378 of the German Commercial Code (BGB) shall remain unaffected.

3. Defects, which only become apparent at a later time, must be notified to us within two weeks of their detection by the Buyer.

4. In the case of a breach of the requirement to examine and notify defects, the goods are regarded as approved with regard to the respective defect

5. Defects in delivered items, including manuals and other documentation are to be remedied by us within a timeframe of one year from delivery. If the Buyer is the consumer, the statutory periods of limitation shall apply. Subsequent fulfilment of the contract shall occur, provided that a purchase contract has been concluded with the Buyer and that the Buyer is the consumer, either in the form of rectification free of charge or replacement of the defective goods, to be decided by him, unless we have to

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go against the Buyer's decision for legal reasons. In the case of a replacement delivery, the Buyer is obliged to relinquish the defective goods.

If the subject matter of the contract with the Buyer is a contract for services or if the Buyer is a contractor, the subsequent fulfilment of the contract shall take place at our preference either by undertaking remedial action or by producing a new piece of work or replacement delivery in the case of a purchase.

If the subject matter of the contract involves used goods and if the Buyer is not the consumer, all warranties for defects shall be completely excluded. The defect liability is also excluded if the Buyer has made any changes or has tampered with the contractual item, unless, the Buyer proves that his changes or intervention in the material defect have not been a contributory factor.

6. If the defect cannot be remedied within a reasonable timeframe or if the rectification or replacement delivery is deemed to have failed for other reasons, the Buyer can choose to demand a reduction in cost or to withdraw from the contract. A remedy failure is only to be assumed if we have been given sufficient opportunity to rectify or replace the defective goods, without the required successful outcome, if the rectification or replacement delivery is not feasible, if it is refused by us or unacceptably delayed, if reasonable doubts exist with regard to the prospects of success, or if there is any other unacceptable reason.

7. We exclude our liability for the failure to meet the duty of ordinary care, provided that these do not concern material contractual obligations, damages arising from injury to life limb or health or warranties, or affect claims in accordance with the Product Liability Act. The same applies to the duty of ordinary care of our vicarious agents. In the case of breach of contractual duties, our liability is restricted, in respect of the amount, to the foreseeable damage. Claims for damages come under the statute of limitations one year after delivery.

8. Computer software

If the subject matter of the contract also concerns the production and/or delivery of computer software, the following conditions shall also apply:

1. Software is supplied, which conforms to our product description or the content of documentation issued provided that this documentation falls within our liability. Neither the product description nor the documentation contains any guarantees concerning the condition of the goods.

The standard software supplied is – unless otherwise agreed with the Buyer – provided in the version in existence at the time of the conclusion of the contract.

We shall not provide the functional capability of the software, which exceeds the standards of service described above.

The technical requirements for operating the software (hardware, operating system) are the responsibility of the Buyer, unless this is an integral part of the contract concluded with us. These requirements shall be notified to the Buyer on request.

2. Error reports from the Buyer are only taken into consideration if notified in writing. If the reported error has not been verifiably sent to the responsible department, we shall be entitled to invoice the Buyer our expenses to the amount of the standard compensation.

3. The claim for any debugging is excluded if the reported error is not repeatable or if it can be proven in another way by the Buyer.

4. Claims for compensation for the loss of the Buyer's saved data are excluded provided that this loss, if stored adequately by the Buyer, would not have occurred.

9. Place of jurisdiction

1. The place of fulfilment for payment of the purchase price as well as for other services of the Buyer is the place of our commercial offices.

2. The place of jurisdiction for fully qualified merchants is also the place of our commercial offices.

10. Other agreements

1. In the event that one of the agreements reached is in breach of a legal restraint or becomes legally ineffective for any other reason, the validity of the remaining provisions shall remain unaffected.

2. German law shall prevail exclusively unless an express written agreement exists to the contrary in any specific case.