

# **General Terms and Conditions**

## **1. General remarks**

- (1) These General Terms and Conditions apply to all legal relations established between the company JUTEC Biegesysteme GmbH (the "**Provider**"), Ottostr. 22, 65549 Limburg, and its customers. It is not possible to enter into an agreement with diverging terms, any General Terms and Conditions or Purchase Conditions of the customers are rejected.
- (2) The General Terms and Conditions as amended at the time of contract conclusion apply.

## **2. Contract conclusion**

- (1) The Provider's offers are subject to change and non-binding.
- (2) The order of the goods by the customer is deemed as a binding offer of contract. The order of the customer is accepted in a legally binding manner by an order confirmation of the Provider.
- (3) The documents as well as images and drawings made available by the Provider serve solely to inform the customer and do not constitute a legally binding offer.
- (4) Design or form modifications, which are based on improvement of technology or upon demands by the legislator, are reserved during the delivery term, if the delivery item is only insignificantly changed and the changes are reasonable to the customer.

## **3. Prices and payment terms**

- (1) If the customer is a natural person, who enters into the purchase agreement for a purpose that is neither a trade nor a self-employed commercial activity (**consumer**) all prices are indicated as gross prices incl. sales tax.
- (2) If the customer is a company, prices apply net ex works, unless the order confirmation provides differently. The prices do not contain packaging or shipping costs as well as costs for transport insurance. Transport insurance is only taken out upon explicit written request of the customer.
- (3) The due date of the purchase price depends on the manner of payment by the customer: In case of prepayment and direct debit, the purchase price is due and payable after the order is completed by the Provider, in case of purchase on account immediately after receipt of the invoice from the Provider and, unless expressly stipulated differently on the invoice, due for payment without deduction.
- (4) If the purchase price is not paid, 14 days after the due date the customer is automatically in default. If the customer is in default, the Provider is entitled to charge interest beginning with the respective point in time in the amount of 8 percent above the respective base interest rate vis-à-vis customer which are companies, and in the amount of 5 percent above the respective base interest rate vis-à-vis customers, who are consumers.
- (5) Even in case of contradicting provisions of the customer, the Provider is always entitled to allocate payments first to older debt of the customer. If expenses and interest have already been incurred, then the Provider is entitled to allocate the payment first to the costs, then to the interest and at last to the main obligation.

#### **4. Agreement regarding responsibility for costs in case of revocation**

- (1) If the customer is a consumer, according to the legal provisions, the customer has a right of revocation.
- (2) If the customer exercises customer's revocation right according to section 4.1 of these General Terms and Conditions, the customer is responsible for the regular costs of the return if the delivered goods correspond to the ordered goods and if the price of the item to be returned does not exceed EUR 40 or if, in case of a higher price of the item at the time of revocation, the customer has not provided the consideration or a contractually agreed partial payment. Otherwise, the return is free of charge for the customer.

#### **5. Delivery, transfer of risk**

- (1) If the customer is a consumer, the goods in stock at the Provider will usually ship within **5** business days after the purchase price is received on the indicated account of the Provider. In case of goods not in stock, the order confirmation has to state the expected the delivery time.
- (2) If the customer is a company, the order confirmation stipulates the estimated delivery time.
- (3) The goods are delivered to the delivery address indicated by the customer. The Provider is entitled to make partial deliveries and provide partial services. The risk of accidental loss or accidental deterioration of the goods will transfer to the customer at the latest with handover to the customer. Sec. 447 BGB (Civil Code) shall remain unaffected.
- (4) If the customer is in default of acceptance, fails to cooperate or if the delivery by the Provider is delay for other reasons for which the customer is responsible, the Provider is entitled to demand compensation of the resulting damages including additional expenses.
- (5) If the Provider cannot uphold binding delivery times to a commercial customer, for reasons for which the Provider is not responsible (unavailability of service), the Provider will inform the customer hereof immediately and at the same time inform of the expected new delivery time. If the service is also not available within the new delivery time, the Provider is entitled to rescind from the agreement in full or in part; an already provided consideration by the customer will be repaid immediately. In particular the late delivery of the Provider itself by suppliers is considered as a case of unavailability of service in this sense, if the Provider concluded a congruent hedging transaction and neither the Provider, nor its supplier are responsible or the Provider is not responsible for procurement.

#### **6. Copyrights**

- (1) The Provider reserves proprietary and copyrights in images, drawings, calculations and other documents. Without written approval of the Provider these may neither be duplicated nor made available to third parties.  
If the scope of goods to be delivered includes software, the customer is granted a non-exclusive right unrestricted in regard to duration and territory, to use the provided software including the associated documentation for the customer's own use in the context of its business.
- (2) The customer is not entitled to reverse engineer, decouple or disassemble, duplicate, process or change the software unless allowed by applicable law, in particular to produce backup files (Sec. 69d para. 2 UrhG (Copyright Law)) or to establish interoperability (Sec. 69e UrhG), irrespective of this limitation.

## **7. Reservation of title**

- (1) Until paid in full, the delivered goods (reserved goods) remain property of the Provider until the purchase price is paid full and may neither be pledged to third parties nor transferred as security. In case of third party access to the reserved goods, the customer has to inform of the ownership of the Provider. The customer has to immediately inform the Provider, if and as far as third parties have access to the goods owned by the Provider.
- (2) If the customer is a company, the customer may use the reserved goods and resell them in the ordinary course of business, unless payment default exists.

Already now, the customer assigns the claims originating from the resale or another legal reason in regard to the reserved goods for security in the amount of the yet unpaid claim amount at the time of its respective generation to the Provider. The Provider accepts this assignment. The customer may collect the above referenced claims at its account in its own name for the Provider, unless payment default exists.

If the realizable value of the securities exceeds the Provider's demands by more than 10%, the Provider will upon request of the customer release securities at its choice.

- (3) If an insolvency proceeding is opened in court, the Provider does not agree with the resale of the reserved goods.

## **8. Rights of the customer in case of defects**

- (1) The rights of the customer in case of defects for supplementary performance, rescission from the agreement or reduction of the purchase price are determined by the statutory provisions. The provisions in Sec. 9 also apply to any compensation claims in addition or instead of performance.
- (2) The rights of the customer in case of defects do not exist, where
  - a) The defect is based on improper use, operation or care or defective maintenance, faulty assembly and start-up, violation of or non-compliance with the operating and installation instructions of the Provider or on effect by force as well as other external impacts (e.g. chemical, electro-magnetic, electric, water damages, etc.), unless the Provider is responsible;
  - b) The defect is based on an improper change of the delivery item, in particular use of not suitable spare parts, and the damages are causally connected to the change or use.

Natural wear and tear (i.a. fading of fabrics or other materials as well as abrasion) or damages as a result of negligent or improper operation or treatment are excluded from the rights of the customer in case of defects.

- (3) Where the customer is a company and the Provider does not manufacture the goods sold to this customer itself, but has acquired them from suppliers, the Provider fulfills the rights of the customer in case of defects by hereby assigning any rights to which it is entitled in case of defects to the customer. The customer accepts this assignment in lieu of performance. In case of non-enforceability or failure, the customer is entitled to assert its rights in case of defects vis-à-vis the Provider. In this case, the customer reassigns the rights against the supplier assigned according to this paragraph 3 to the Provider. The Provider hereby accepts the assignment.
- (4) If the customer is a company, any and all compensation or expense reimbursement claims based on defects have a statute of limitation of one year; other claims for compensation or expense reimbursement

are statute-barred within two years after their generation. The provision of this paragraph 3 does not apply to intentional acts or gross negligent conduct and in case of a violation of life, body or health. In these cases the statutory provisions apply.

#### **9. Liability**

- (1) Irrespective of the below liability restrictions in case of intent, the Provider is exclusively liable according to the statutory provisions for claims according to the Product Liability Law or malicious concealment of a defect and in case of a violation of life, body or health.
- (2) In case of gross negligence, the Provider's liability is restricted to the compensation of the typically foreseeable damages. This restriction does not apply if the damages were caused by executives or legal representatives of the Provider.
- (3) In case of slight negligence the Provider is only liable, if it violates a contractual obligation, the fulfillment of which only makes the proper execution of the agreement possible, the violation of which endangers the achievement of the contractual purpose and on the fulfillment of which the custom can usually rely (so-called cardinal duties). In these cases, the liability of the Provider is restricted to typical and foreseeable damages. In all other cases, the Provider is only liable for slight negligence.

#### **10. Setoff, right of retention**

- (1) The customer may not offset unless the counter claim is (i) legally validly determined, acknowledged or undisputed, or (ii) aims at rectification of defects or completion costs based on the same purchase agreement.
- (2) A right of retention of the customer only exists where the counter claims are based on the same purchase agreement.

**==== IMPORTANT =====**

#### **11. Instructions for Revocation =====**

##### **Right of Revocation**

**You may revoke your contractual declaration within 14 days without stating reasons in text form (e.g. mail, fax, e-mail) or in case of supply of goods, if the goods are provided before the deadline expires, by returning the item. The deadline begins after the receipt of this instruction in text form, but in case of delivery of goods not before the receipt of the goods by the recipient (in case of recurring supply of similar goods not before the receipt of the first partial delivery), if services are provided not before contract conclusion, and in all other cases also not before fulfillment of our information duties pursuant to Article 246 Sec. 2 in conjunction with Sec. 1 para. 1 and 2 EGBGB (Introductory law of the Civil Code) as well as our duties pursuant to Sec. 312g para. 1 clause 1 BGB (Civil Code) in conjunction with article 246 Sec. 3 EGBGB. The mailing of the revocation or of the item in due time is sufficient to observe the deadline for revocation. The revocation shall be addressed to:**

**JUTEC Biegesysteme GmbH  
Ottostr. 22 65549 Limburg  
Fax:+49(0)6431 934925  
E-Mail: [info@jutec.de](mailto:info@jutec.de)**

## Results of revocation

In case of an effective revocation the performances received on both sides have to be returned and potentially made uses (e.g. interest) have to be surrendered. In the event that you cannot return the performance received and uses (e.g. benefits of use) in whole or in part or only in a worse state, you are obliged to compensate us for any depreciation in value. In case of services this can have the result that you nevertheless have to fulfill the contractual payment obligations for the period up to the revocation. If goods are delivered, you have to replace the value of the deterioration of the item and for benefits used, where the uses or the deterioration is the result of the handling of the item, which exceeds the examination of the qualities and the functionality. "Examination of the qualities and the functionality" means testing and trying of the respective goods in the manner this would be possible and common in a store.

Items that can be sent as packages have to be returned at our risk. You are responsible for the regular costs of return if the delivered goods correspond with the ordered goods and if the price of the item to be returned does not exceed EUR 40.00 or if, in case of a higher price of the item at the time of the revocation, you have not yet provided the consideration or a contractually agreed installment. Otherwise, the return is free of charge for you. Items that cannot be sent as packages will be picked up at your place. Obligations to reimburse payments have to be fulfilled within 30 days. The deadline begins for you when sending your revocation declaration or the item, for us with receipt.

## Special instructions

Your right of revocation will lapse early for a service, if the contract was completed on both sides upon your explicit request, before you have exercised your right of revocation.

==== End of instruction for revocation =====

The **right of revocation** does **not** exist for distance contracts

- For delivery of goods being produced according to customer specifications, or
- Clearly designed for personal needs; or
- Which are based on their nature not suitable for return; or
- For the delivery of audio or video recordings or software, if the seals of the delivered data carriers were broken by the customer.