

General Terms and Conditions of GermanTwinscrewS GmbH

In the following, GermanTwinscrewS GmbH is named GTS.

Following General Terms and Conditions apply to all contracts for delivery of brand-new machines, equipment and spare parts and any other services provided by GermanTwinscrewS GmbH. The buyer's general terms and conditions shall not apply and shall not form part of the contract even if GTS does not explicitly object to them.

Basically, and exclusively the German law applies. In case of legal dispute only the German text of General terms and conditions, service- and engineering conditions, disclaimer and data protection rules are valid. For all offers, which are not written in German language, the English text of offers and order confirmations is secondarily valid to German terms and conditions.

The general service- and engineering conditions, disclaimer and data protection rules of GTS are part of these general terms and conditions and are all published on the website www.germantwinscrews.de.

Offer and Conclusion of Contract

All our offers are subject to change. Validity is according to the offer. GTS reserves necessary changes according to technical progress. Also changes in material with similar quality are reserved.

A contract is effectively concluded only after our written acknowledgement of the Buyer's order. Any variations of the Buyer need to be submitted immediately, latest 7 days after order confirmation. Changes have to be in mutual agreement and in writing.

Order confirmations which are automatically created by our website are valid, as long as they are not created by extraneous influence or by manipulation.

Any documentation furnished by user's enclosures to an offer or an acknowledgement of an order, including any illustrations, drawings, or product descriptions, shall be for illustration only. Only the product description contained in our written offer and/or our letter of acknowledgement of an order and the documents explicitly listed therein, shall form part of the contract. No deviations, amendments and special warranties shall be valid unless they are in written form.

E x t r u s i o n T e c h n o l o g y i s G T S T e c h n o l o g y							
GermanTwinScrews GmbH	Bank	Commerzbank Emden	Bank	Sparkasse Aurich-Norden	MD	Dr. Ernst Krüger	
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Price and Payment

Unless specifically agreed otherwise, the prices are quoted ex works plus legal VAT. The buyer shall reimburse GTS for any sums advanced by GTS to cover the costs of shipment of the goods for the Buyer.

Value-added tax at the statutory rate shall be added to the prices unless it is shown separately.

Any setoff against any counterclaims of the Buyer that are disputed by GTS is excluded.

If the payment is done with an L/C, only confirmed L/Cs with payment in Germany are accepted.

Delivery period

Any agreed delivery period shall commence with the Buyer's receipt of our acknowledgement of the order, subject to our receipt of any part payment due and payable by receipt of such acknowledgement and subject to the provision of all documents, approvals, releases, etc. to be provided by the buyer.

The delivery period shall be reasonably extended, also within a period of delay, in cases of Acts of God and any unforeseeable impediments occurring after conclusion of the contract that are beyond our control, including strikes and lockouts, provided such circumstances can be proved to have a material influence of the completion or delivery of the goods. These stipulations shall apply also if the above circumstances occur at our suppliers or their sub-suppliers. GTS shall notify the buyer of the commencement and the end of the said circumstances as soon as possible. If the said circumstances make the delivery impossible or unreasonable, we shall be released from our obligation to deliver. If the delay in delivery exceeds two months, the buyer may withdraw from the contract. Any claims for damages of the buyer on account of a delay in delivery because of the said circumstances are excluded.

The delivery period shall be extended for such time as the buyer is defaulting on his contractual obligations including his obligations from other contracts in cases of an ongoing business relation.

The delivery period is deemed kept if the goods have left our factory for delivery to the buyer before the expiry of this period. If we default on the delivery on account of circumstances for which we are responsible, the buyer may withdraw from the contract, provided he has set a reasonable grace period and has explicitly stated that he will refuse acceptance of the performance after this grace period has lapsed and if GTS has not kept this grace period.

If the buyer suffers any damage in account of a delay as a result of circumstances for which GTS is responsible, he may claim compensation for the damage suffered on account of such delay to the exclusion of any further claims. This compensation shall be 0,5% for each full week of delay after a grace period of two weeks, provided that it shall not be more than 5% of the total price of GTS delivery.

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Transport, Passage of Risk, Packing

GTS shall arrange shipment of the goods to the agreed destination according the INCOTERMS 2020ff. Unless explicitly agreed otherwise, the destination shall be the place of the registered office of the buyer.

Unless agreed otherwise, GTS shall be free to choose the shipping route and the type of carrier. All costs of delivery shall be borne by the buyer. GTS shall arrange for insurance cover for the goods upon buyer's request and for buyer's account.

The risk shall pass to the buyer upon delivery of the goods into the hands of the freight forwarder or carrier, or when the goods leave GTS, whichever occurs earlier.

If the shipment is delayed upon request of the buyer or for reasons within the buyer's responsibility, the buyer shall bear all costs and risks of storing the goods and GTS dispatch note shall be deemed equal to delivery.

Unless explicitly agreed otherwise, the buyer shall bear all costs for packing. The seller shall invoice such costs separately.

Retention of title

The goods shall remain GTS's property until payment of the complete purchase price. The Buyer may not pledge or assign by way of security any of the goods. The buyer shall immediately notify the seller in writing of any pledging or seizing or other orders by any third party. If the Buyer acts in breach of the contract, including any default on his payments, GTS may take back and the Buyer shall return the goods, provided GTS has made a request for payment.

No assertion of the retention of title and no pledging of the goods by GTS shall constitute a withdrawal from the contract.

The Buyer may resell the goods as part of the normal business.

In the event of resale, the Buyer already now assigns to us all claims against his customers arising out of this contract, including all ancillary rights. The Buyer may collect the assigned claims; in the event of a suspension of payments, a petition in bankruptcy or the commencement of bankruptcy proceedings or a settlement in or out of court against the Buyer or in the event of any other deterioration of his assets we may withdraw the authorisation to collect and may demand that the Buyer notifies us of all assigned claims and their debtors and provides us with all information and documents required for such collection and informs the debtor of such assignment.

Acceptance

Unless agreed otherwise written on a case-by-case basis, the scope of the order does not include a separate acceptance or start-up assistance, the design of our goods permits an installation and start-up by the Buyer. Should the Buyer wish an instruction or start-up assistance in a particular case, this shall be subject to a separate contract with us including an agreement on the costs.

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Buyers claims in case of defects

In case of any defects in delivery the Buyer shall have the rights described in the following to the exclusion of any further or different claims. Defects in delivery shall comprise any deviation from warranted properties of the goods. No warranty of properties shall be valid unless it is made explicitly and in writing, and unless the goods are used in compliance with the operating conditions upon which such warranty was based. The buyer shall be entitled to the following:

Any part of the delivered goods that turn out to be useless or materially impaired in their use within a period of twelve months of the passage of risk or during the first 2000 operating hours of the goods, whichever is earlier, on account of a circumstance that occurred before the passage of risk, including any defect in construction, faulty material or execution, shall be either repaired or replaced at our option. Any discovered defects must be immediately notified to GTS in writing. Any replaced parts shall become GTS property.

GTS shall be released from GTS liability for defects unless the buyer gives GTS the time and opportunity to execute any rectification of defects or substitute deliveries GTS may consider as necessary. The buyer may only repair the defect by himself or have the defect repaired by third parties and claim reimbursement of the costs incurred for this purpose if this is urgently necessary for reasons of operating safety or in order to avoid a disproportionately great damage, in which case the buyer shall notify GTS immediately and any repair costs must be explicitly approved by the seller in writing. GTS shall bear all costs of transportation, travelling, labour and material incurred for the purpose of a rectification of a defect or a substitute delivery of parts, provided that the buyer shall reimburse GTS for all additional costs of transportation, travelling and labour incurred after passing the German frontier if the goods are located outside of Germany.

The warranty period for the replaced part or the rectification work shall be six months or the time until the expiry of the original warranty period, whichever is the earlier date.

Right of withdrawal

The buyer may withdraw from the contract if GTS has allowed a grace period for the rectification of defects to lapse without any results, or if the rectification of the defect has been impossible, or if GTS has been incapable of such rectification.

GTS shall not be liable for any consequences of any changes or repairs carried out by the Buyer or any third party without GTS prior approval.

Any claims of the buyer, including any claims for compensation for damage other than damage to the goods shall be excluded.

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Service and Engineering

Service and engineering will solely be done according to general terms and conditions of GTS. These will state, that service will be done in all conscience to prior art of engineering. If not written separately in a contract, there will be no warranty for service and engineering.

If engineering will be done in form of due-diligence, also the general terms and conditions apply. There will be no warranty for results of engineering or due-diligence reports and its' consequences.

All copyrights for documents created by GTS will remain property of GTS. All information is treated confidentially, but if the management estimates it seems necessary GTS can use them.

Installation/ Engineering

Commitment of service engineers needs written agreement with the customer according to service and engineering conditions of GTS.

Copyrights

GTS is not liable for violation of other copyrights if delivering goods according to customer specifications, drawings or models. The Buyer has to acquit GTS of claims of third parties. In case of violation of other copyrights, GTS is not liable for loss of profit, personnel damage or damage to property, loss of production etc. If a patent is applied during an engineering project, GTS will be the applicant and the Buyer has legal right of use free of charge.

Place of performance, Place of Court (Applicable Law)

These General Terms and Conditions shall apply to all business and legal dealings between GermanTwinscrewS GmbH and Buyers having the status of merchants, legal persons under public law or separate estates under public law.

Place of performance shall be Aurich, Germany. The place of court shall be Aurich, Germany.

All legal relations between GTS and the Buyer shall be governed exclusively by the law of Germany. The Hague Convention Relating to a Uniform Law on the International Sale of Goods shall not apply.

If a contract is concluded with a foreign Buyer and the contractual documents are executed in one or several other languages in addition to the German language, only the German copy of the contract shall be valid in case of any discrepancies between the different versions.

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Severability clause

If any clause in these General Terms and Conditions or any other regulation of any other agreements should be or become invalid, this shall not affect the validity of any other terms or regulations.

Fulfilment and jurisdiction

The exclusive place of jurisdiction is Aurich/Germany

German law applies exclusively

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These general terms and conditions are valid beginning 01.01.2021

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