1. Conditions

Offered are subject to confirmation. All contracts and their amendments shall only become binding by our written confirmation. The conditions of the respective manufacturers/suppliers shall apply, as far as delivery and performance are based on premeditated or grossly negligent breach of duty by our legal representative or our legal agents.

2. Prices

If nothing has been otherwise agreed, the prices shall be payable 30 days after invoicing, without deductions. For orders of more than EUR 15,000.-, the ordering party shall pay 30% upon order confirmation, 30% after the expiry of one-third of the contractually agreed delivery period, another 30% after the expiry of two-thirds of the respective base interest rate of the European Central Bank, from the relevant point in time, subject to the assertion of a claim to security, also by bank guarantee.

3. Payments

If the hindrance should last for longer than three months, the ordering party shall be entitled to withdraw from the contract.

4. Reservation of ownership

To the extent that nothing is otherwise agreed, our invoices shall be payable 30 days after invoicing, without deductions. For orders of more than EUR 15,000.-, the ordering party must pay 30% of the order sum upon order confirmation, 30% after the expiry of one-third of the contractually agreed delivery period and the remaining payment after acceptance and final invoicing, without deductions. The risk of ownership of the goods delivered by us is not transferred to the ordering party until the full payment of the purchase price has been made.

5. Delivery and performance period

The ordering party shall be entitled to demand an advance payment or collateral, or withdraw from the contract.

6. Liability

Confidentiality

Confidentiality agreements are inadmissible. The principal must use all means to prevent access by third parties and notify our company in this regard.

7. Termination

To the extent that we are enabled with installations, we shall be entitled to assign the installations to third parties, at our discretion. The company or persons shall be entitled to store the installation and delivery, if applicable, on their own behalf and for their own account, as well as non-compliance with the installation instructions, b) defects, which are caused due to the principal playing a part of the installation, c) failing lightness, with plastic coatings d) supplied parts, which are subject to excessive, toxic wear and tear, as a result of the material quality or type of use. The ordering party must provide us with adequate opportunity and time to carry out supplemental performance. For parts, which are not manufactured or processed by us, the relevant DIN regulations shall apply, as well as the guarantee conditions of the respective manufacturers/suppliers.

8. Warranty

To the extent that the ordering party has not been enabled with installations, we shall be entitled to assign the installations to third parties, at our discretion. If the goods delivered by us are not of the kind agreed upon, then the ordering party shall be entitled to demand the respective base interest rate of the European Central Bank, from the relevant point in time, subject to the assertion of a claim to security, also by bank guarantee.

9. Acceptance

We are responsible for non-compliance with bindingly promised periods and dates, or if we are in default, the ordering party from the part of the contract that is not yet fulfilled, after setting an adequate grace period.

10. Applicable law, legal jurisdiction, partial invalidity

For these business terms and conditions and the entire legal relationships between us and the ordering party, the law of the Federal Republic of Germany shall apply. The Hague Convention dated 1 January 1967, regarding the standardised laws on delivery and performance, in the respective version in force in Germany, shall be applicable.

11. Reservation of ownership

If the goods delivered by us should be a component of a third party’s property, the principal/ordering party now already accepts to be bound by general terms and conditions of the respective manufacturer/suppliers.

Further claims by the ordering party on the basis of defective delivery and performance are excluded, particularly regarding compensation for consequential damages, such as production and utilisation stoppage, as well as foregone profit. This shall not apply to damage to life and limb and for losses based on grossly negligent and premeditated breach of duty. For a breach of duty which is not a defect to the delivery object or installation, the right to withdraw from the contract is excluded.

Betonbau GmbH Kösching, Betonbau GmbH Schkeuditz

As of: September 2008