

§1 Scope

1. The following conditions apply to all deliveries and services of A.S.T. GmbH Group and its companies (hereinafter referred to as „AST“, „we“ or „us“). Any conflicting terms and conditions of purchase our customers are not binding for us, unless we had expressly confirmed in writing.
2. Our terms of sale apply only with respect to entrepreneurs, legal persons of the public law or public assets within the meaning of § 310 (1) of BGB
3. The fulfilment of any contract is subject to our approval and compliance (including any required approval) of any export and import regulations. The customer has on our request to provide the required documents.

§2 Quotations, documents and contracts

1. Quotations are valid, as far as the offer does not state otherwise, for a period of 4 weeks. Intersales is reserved. A delivery obligation is only justified by an explicit confirmation letter from us.
2. The establishment of a contract is a written order confirmation required by us.
3. All documents made available by us shall remain our property; they may not be given or made accessible to any third parties without our prior written approval and must be returned immediately including all copies if the contract is not awarded to us.
4. Brochure and advertising claims, of whatever type, is informational and does not make any offers.
5. We retain the right at any time to make technical changes to the technical progress of our products and services.
6. Drawings, designs and contributions, that will be designed in the context of the course of the contract negotiations or consultancy services, are non-binding. Any claims whatsoever from such documents or services can not be used against us and our employees, unless they have acted intentionally or with gross negligence.

§3 Prices and terms of payment

1. The valid prices are those at the time of our order confirmation. They apply plus the respective applicable value-added tax at the time of invoicing. Pricing and calculation shall be made in euro and are ex our factory net including primary packaging. In the absence of written agreement additional costs, in particular transport packaging, postage, freight, insurance, delivery fees and costs for installation and commissioning are not included. We reserve the right, at an agreed delivery time of more than four months, to increase the prices according to the increase in costs or due to increase of collective agreements. If the increase is more than 5% of the agreed price, our contractual partner is entitled to withdraw from the contract.
2. Unless otherwise agreed, all invoices are due for payment within 30 days after the invoice date without any deduction. For customer-specific or custom-made orders a deposit in the amount of 1/3 of the net order value plus VAT in receipt of the order acknowledgment, as well as a further payment in the amount of 1/3 of the net order value plus tax in receipt of the initial sample. For new customers we reserve the right, in derogation of sentence 1 to deliver after prepayment.
3. A payment is considered only when we can dispose of the amount.
4. Our contractual partners have not the right to refuse payments or rights of retention, unless the counterclaim of our contractual partner is legally established or has been expressly declared as indisputable by us. Each order shall be seen as separate contractual relationship, also at current business connexions. Summation by Buyer is only admissible as far as its counterclaims have been expressly declared for undisputable.
5. The contracting party comes into delay, if the contracting party fails to pay after the due date following demand for payment. With an obligation to pay it comes into delay at the latest 30 days after the due date and inflow of the invoice or request for payment. Default interest shall become due in the amount of 8% p.a. above base rate at each case in force according to §1 Discount Rate Transition Law. We reserve the evidence of a higher damage caused by delay including a higher interest.
6. If a purchaser, after demand for payment with adequate respite, fails to pay the claim and we find out about physical circumstances, which let us infer in all likelihood missing creditworthiness of contracting party we are entitled to execute outstanding deliveries only against prepayment or deposit. If we were misled by indicating misstatements about creditworthiness by the contracting party we are furthermore entitled to withdraw from the contract and to seek damages for non-performance. In so far as a damage of across the board 25% of the net order value agreed, whereas in individual cases the contracting party shall be at a liberty to demonstrate a lower damage. We reserve the right to

- charge a proven higher damage in individual cases.
7. Costs for bank guarantees or letter of credit are to be borne by the purchaser.

§4 Time of delivery and performance

1. The delivery period begins with the day of our written confirmation of order, unless the customer would be obliged to inputs. In that case expects the delivery time from the receipt of the performance of the customer with us.
2. The delivery time is met, if the delivery item has left the factory or the readiness for dispatch has been notified.
3. All claims of the customer for failure or delay in performance, in particular claims for delayed fulfilment are excluded in the absence of other written agreements, as far as intention or gross negligence is not demonstrated to us.
4. If the agreed delivery time will be delayed by circumstances, the buyer has represented, so we are entitled to charge storage costs. It is due to the fact that the buyer has to represent, it is not possible, no later than ten weeks after the agreed delivery date to deliver from, we are entitled to withdraw from the contract and claim damages.

§5 Transition of risk

1. The risk passes to the buyer as soon as the consignment to the person performing transportation has been handed over for dispatch or has left our warehouse. This applies even if partial deliveries take place or if other services, e.g. forwarding costs, delivery and others have taken place. If the dispatch on the request of the purchaser or for other reasons will be delayed or impossible without our fault, the risk with the notification of dispatch will pass to the buyer.
2. The dispatch takes place at the expense and risk of the customer, even then, if the shipment is carried out with our own cars.
3. Partial deliveries are permitted.

§6 Retention of title

1. All goods supplied by us remain our property until all liabilities of the customers from the business relationship with us are met.
2. The withdrawal of the goods by us shall not be deemed a withdrawal from the contract, unless the resignation will be declared by us in writing.
3. We are immediately to be informed in writing about any seizure and other third parties outgoing hazards with all information, which we need for a third-party proceedings. As far as we suffer loss, because any third party to be reimbursed judicial costs of such an action, the customer is liable. Moreover, we reserve the right of the advanced reservation of ownership also against third parties.
4. Processing or transformation of the goods by the buyer will take place exclusively for us instead. In case of processing with other goods not belonging to us, we are a co-ownership of the new thing in proportion of the invoice value of the reserved goods to the purchase price of the other processed goods at the time of processing. This rules also apply for the new thing in addition to the reserved goods.
5. The customer is entitled to resell our conditional goods. The customer cedes in advance herewith all resultant outstanding debts against third parties to us amounting to the invoice value. The customer is entitled for collecting outstanding debts. He is bound to keep amounts collected and to pay at maturity. This applies accordingly for the resale of courses originated by processing or converting of conditional goods.
6. We commit ourselves when required by the Buyer to release securities, which he provided to us according to this contract as far as they are not only momentarily not required for outstanding debts protection in particular as far as they exceed the value of our to be secured and to be amortised outstanding debts more than 10%.

§7 Warranty

1. We guarantee within the legal regulations that all goods delivered by us are faultless. We do not adopt the warranty for materials delivered by customer. Guaranteed attributes by us occur solely in written form. The addendum of product descriptions, appliance documentations, data sheets or suchlike does not represent basically a guaranteed attribute. The warranty period starts with the transition of risk and is 12 months. We accept delivery costs for repair or replace by an authorised garage within our duty of warranty. This does not apply for transportation and storage costs as far as these are higher than delivery costs for repair or replace resulting by our side. Are goods part of customer's system then the period of warranty starts with beginning of operation of the system, but not later than three months after transfer of perils.

2. The Buyer has to inform us in writing without delay about discernible defects, not later than ten days after receipt of delivery. About other defects, which have not been discovered in spite of careful examination, we must be informed in writing without delay. Otherwise we are insofar exempt from any liability for defects. Before execution of warranty we must be given the facility for examining the complained part.
3. For execution of warranty we are entitled to choose whether to repair the defect or to supply a product free of defects. The Buyer has to provide the required time and opportunity according to equitable discretion for remedial action. Does the buyer refuse remedial action or delays it than we are exempt from liability for defects. If we elapse an imposed reasonable period of subsequent improvement without remedying the defect, the buyer may demand redhibitory action or contraction.
4. The period of warranty for subsequent improvement services and replacements is 12 months. But at least until the end of the original period of warranty for the delivered good. The period for liability for defects extends for the duration of business interruption which occurs because of subsequent improvement, replacement or compensation.
5. No warranty shall be provided for damages which have resulted by wear and tear, faulty, careless, improper or unsuitable treatment, usage or mounting, by contractual not presumed special strains or by improper equipment or environmental conditions. Minor, usual or technological resp. in consequence of raw material, changes in quality, conditioning or colour shall not apply as defect.
6. Further claims of customers, in particular claims for damages, which have not resulted at the delivered good, are excluded. Exemption from liability does not apply, if we are charged with intent or gross negligence or at culpably violation of essential contractual Obligations as well as in case of absence of expressly warranted characteristics then, if the warranty directly aimed to protect customer against damages, which have not resulted at the delivered good. At culpably violation of essential contractual Obligations we are only liable for the typical contractual, predictable damage, unless intent or gross negligence exist.
7. Ciphers one to six apply accordingly for such Buyer's claims, which originated by proposals or consultations within the bounds of contract or by violation of contractual subordinate duties.

§8 Copy wights, commercial legal protection

1. We are always absolute entitled to the copyrights of all plans, drawings and all other written technical preparations, analyses, estimates of costs etc. delivered by us, without the need for a special note. All documents and writs of that kind remain our property. Unless otherwise expressly and in written form agreed remain all rights of inventions, experience and knowledge, in particular industrial power rights and registrations of trade mark rights, with us, without that we are bound, due to the given orders, for cession of such rights to our customer, be it for usage or otherwise.

§9 Place for performance, jurisdiction and applicable law

1. The legal relations between ourselves and the purchaser are subject solely to the laws of Germany.
2. Place of payment and performance shall be the place of the A.S.T. office or facility.
3. In case of disputes the court of jurisdiction shall be the responsible place of the A.S.T. office or facility:

Ingolstadt:
AST Angewandte System Technik GmbH, Holding und
Angewandte System Technik GmbH Energie &
Umwelttechnik GmbH

Berlin: A.S.T. Leistungselektronik GmbH

Dresden:
A.S.T. - Angewandte System Technik GmbH,
Mess- und Regeltechnik und
EBZ Entwicklungs- und Vertriebsgesellschaft
Brennstoffzelle mbH

We reserve the right to appeal at the responsible court of the buyer.

4. Should any clause in these general conditions of sale and delivery be or become invalid, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned.