
$1 Scope
1. The following conditions apply to all deliveries and services of A.S.T. GmbH and its companies (hereinafter referred to as A.S.T. “we” or “us”). Any conflicting terms and conditions of purchase our customers have hereby been expressly confirmed in writing.
2. Our terms and conditions apply only with respect to entrepreneurs, legal persons of the public law or public assets, or the legal representatives of a GmbH.
3. The fulfillment of any contract is subject to our approval and compliance (including any required approval) of any export and import regulations. The customer has no unilateral right to provide the required documents.

$2 Quotations, documents and contracts
1. Quotations are valid, as far as the offer does not state otherwise. A quote is not binding. A delivery obligation is only justified by an explicit confirmation letter from us.
2. The establishment of a contract is a written offer confirmation 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 of the contract not agreed 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 prices, without our express approval.
6. Drawings, designs and contributions, that will be designed or designed for the customer or for the customer’s benefit 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 and the respective applicable value-added tax at the time of invoicing. Pricing and calculation shall be made in euros and are ex factura 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 any agree delivery in 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 this contract.
2. Unless otherwise agreed, all invoices are due for payment within 30 days from the invoice date without discount. For customer-specific or custom-made orders, we reserve the right to instruct the invoice amount of 1/3 of the net order value plus VAT in receipt of the order acknowledgment, as 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 individual cases, to invoice is due immediately after delivery or commissioning.
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 relation, also at current business connections. 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 declaration of the obligation to pay it comes into delay at the latest 30 days after the date and invoice of the invoice or request for payment. Default interest is due at 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 a physical circumstances, which let us infer in all likelihood missing creditworthiness of contracting party we are entitled to withdraw the contract against prepayment or deposit. If we were misled by information about creditworthiness of the contracting party we are furthermore entitled to withhold the contract and to seek damages for damage against prepayment or deposit. In so far as a damage of across the board 25% of the net order value agreed, whereas in individual cases the contractual party shall be charged for the damage 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 writ- ten confirmation, in case 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 perfor- mance, in particular claims for delayed fulfillment are excluded, as far as intention or gross negligence is not demon- strated to us.
4. If the agreed delivery time will be delayed by circum- stances, the buyer has represented, so we are entitled to change storage costs or due to the fact that the buyer as 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 con- signment to the buyer or to deliver after transportation has been handed over for dispatch or has left our warehouse. This is valid for both partial deliveries, as well as for other services, e.g. forwarding costs, deliv- ery and other hazards and events. The risk shall pass on the request of the purchaser or for other reasons will be delayed or impossible without our fault, in the risk will move with the notification of dispatch will pass to the buyer.
2. The dispatch takes place at the expense and risk of the customer, every delivery 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 relation- ship 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 or other third parties outstanding hazards against all information, which we need for a third-party proceedings. As far as we suffer loss, because any third party to be remove, we are entitled to due to the fact of such an action, the demand to be made. Moreover, we reserve the right of the advanced payment or any retainer on the customer.
4. Processing or transformation of the goods by the buyer will take place exclusively for us. 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 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 contractual goods. The customer cedes in advance herewith all resulant 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 contractual goods.
6. We commit ourselves when required by the Buyer to release securities, which he provided to us according to the contract, or in case of arson, we do not only momenta- rily 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. Gu- aranteed attributes by us occur solely in written form. The addition applies after due delivery or for the delivery, appliance documents, data sheets or suchlike does not represent basically the guaranteed attribute. The war- ranty period starts with the transition of risk and is 12 months. We accept delivery costs for repair or replace by an authorised garagie within our duty of warranty. This does not apply for transportation and storage costs as far as the costs result from delivery costs for repair or replace resulting by our side. We are goods part of customer’s system then the period of warranty starts with beginning operational and is valid not later but not than three months after transfer of perils.
2. The Buyer has to inform us in writing without delay about any discernible defects for claim within three weeks after receipt of delivery. About other defects, which have not been discovered in time and in case of any liability for de- fects. 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 discreti- on for remedial action. Does the buyer refuse remedial action or delays it we are exempt from liability for defects. If we have an imposed reasonable period of subsequent improvement without remedying the defect, the buyer may demand redhibitory action or withdraw from the contract.
4. The period of warranty for subsequent improvement services and replacements is at least until the end of the original period of warranty for the delivered good. The period for liability for defects extends for the elapse- ration of business interruption which occurs because of subsequent improvement, replacement or com- mission.
5. No warranty shall be provided for damages which have resulted by wear and tear, fault, faulty, careless, impro- per or unsuitable treatment, usage or mounting, by contractual not presumed special strains or by impro- per equipment or environmental conditions. Minor, usual or technologic resp. in consequence of raw material, purchase price of the other processed goods at the period of warranty for the delivered good.
6. The period for liability for defects extends for the elapse- ration of business interruption which occurs because of subsequent improvement, replacement or com- mission.
7. No warranty shall be provided for damages which have resulted by wear and tear, fault, faulty, careless, impro- per or unsuitable treatment, usage or mounting, by contractual not presumed special strains or by impro- per equipment or environmental conditions. Minor, usual or technologic resp. in consequence of raw material, purchase price of the other processed goods at the period of warranty for the delivered good.
8. Copyrights, commercial legal protection
1. We are always absolute entitled to the copyrights of all publications and all other written technical prepara- tions, analyses, estimates of costs etc. delivered by us. We are entitled to orders for further work or production of the written and in written form agreed remain all rights of inventions, experience and knowledge, in particular industrial power rights and regulations of trade mark rights, with us, without limitation, due to the given orders, for cession of such rights to the customer.

$9 Place for performance, jurisdiction and applicable law
2. Place of payment and performance shall be the place of the A.S.T. companies or facility.
3. In case of disputes the court of jurisdiction shall be the responsible place of the A.S.T. companies or facility.

Insgesamt
AS.T. Angewandte System Technik GmbH, Holding und Angewandte System Technik GmbH Energie & Um- welttechnik GmbH
Berlin. A.S.T. Leistungselektronik GmbH

$10 General conditions of sales and delivery for A.S.T. GmbH - (translation from German, legally not binding) - Status: 27. November 2014

163