



## Terms of sale, delivery and payment

**General:** The following terms of delivery and payment apply to all orders. Additions, changes or oral agreements require MULTITEC GmbH 's written confirmation to be effective.

**Offers:** Offers and prices are not binding unless they are fully confirmed in writing. The bill of sale is based on a written confirmation of order. The confirmation of order may be replaced with an invoice which then serves as confirmation of order. Other business terms are not binding even if not expressly stipulated by MULTITEC.

**Prices:** Orders for which a fixed price is not explicitly agreed upon, will be invoiced with the list prices valid on the day of dispatch. In case of a substantial change of pricing factors such as wages or price of materials supplied to MULTITEC GmbH by sub-suppliers, the prices will be renegotiated with the buyer. The list prices are net ex firm and excluding value added tax. Value added tax will be charged at the current percentage and added to the value of goods incl. additional cost. This applies to deliveries for domestic buyers and EU-countries, unless the customer`s V.A.T. ID-No. is known to us. Freight / postage / packing and insurance are charged to the buyer at self cost. Bank fees charge to MULTITEC GmbH for foreign orders are borne by the buyer. Minimum order value for domestic deliveries is EUR 25,00 (EUR 100,00 for resellers). Conditions for foreign deliveries are negotiated upon request. A processing fee is charged for orders below the minimum order value.

**Units of delivery:** Delivery is effected in units according to the price lists. Only complete units will be delivered. In case of order quantities deviating from the regular packing size MULTITEC GmbH reserve the right to deliver the next higher or lower size.

**Delivery:** The mode of transport (rail, mail, sea freight, forwarding agency or private courier or direct delivery) is left to MULTITEC GmbH`s option. MULTITEC GmbH reserve the right to choose proper packing materials. Risk concerning any consignment passes to the buyer the moment the goods are dispatched. Consignments ready for shipment and/or stored on our premises are at the customer`s risk. We reserve the right to send small packages or samples valuing more than EUR 50,00 by registered mail at the buyer`s expense.

**Delivery time:** The delivery time stated is estimated and not binding unless a fixed date of delivery is agreed upon.

Industrial action and unforeseeable hindrances that cannot be influenced by MULTITEC GmbH, or hindrances for which our suppliers are responsible prolong the time of delivery accordingly. This is also the case should the hindrances reoccur during an already existing delay.

**Prices, payments, arrears:** All prices are ex Nesselwang, plus V.A.T. (unless a different agreement is made).

Payment is due not later than 30 days after invoice date without deduction, unless a fixed due date for the payment is agreed upon. Other than that §§ 286 and 288 BGB (German Civil Law) are applicable.

Non-compliance with MULTITEC GmbH`s terms of business, or the possibility that MULTITEC GmbH`s demands are at risk due to a lack of solvency, entitle MULTITEC GmbH to request securities of their choice or payment in advance prior to partial or final delivery of an order.

**Terms of payment:** Invoice amounts up to EUR 50,00 and for repairs are payable net immediately upon receipt of invoice. Invoice amounts above EUR 50,00 are payable within 8 days less 2% discount or within 30 days net.

The first deliveries for new domestic customers will be expedited against advance payment or C.O.D. MULTITEC GmbH reserves the right to continue this method of delivery/payment. Consignments for foreign customers will always be shipped against advance payment, C.O.D. (where possible), L/C or C.A.D.

Should payment have not been received by MULTITEC GmbH in full by due date MULTITEC GmbH will charge interest of 8% above the current basic interest rate of the Deutsche Bundesbank (Federal Bank of Germany). If the buyer defaults payment MULTITEC GmbH reserves the right to initiate legal dunning proceedings. The reminder charges of EUR 15,00 and any bank charges incurring thereof are borne by the buyer.

Certain product groups are excluded from allowance of a discount.

**Assignment/Right of detention:** Assignment of a claim towards MULTITEC GmbH requires their written consent. The right of detention is excluded regardless of legal grounds.

**Returned purchases:** Return or exchange of consignments requires MULTITEC GmbH`s approval. Used products are excluded from exchange or return. A processing fee will be charged for exchanges and returns due to incorrect orders.

**Notice of defects:** Should MULTITEC GmbH deliver faulty goods or goods missing the warranted quality, these goods will be replaced or repaired at MULTITEC GmbH`s discretion.

The warranty and liability for the purchased goods is valid for twelve month from date of delivery, and applies only for goods that were flawed already prior to the transfer of perils. A written notification reporting such defects must be submitted to MULTITEC GmbH without delay.

MULTITEC GmbH`s liability for defective goods is statute-barred twelve month after delivery / transfer of perils.

As far as product liability exists, or in case of intent, gross negligence or fraud, the barring of claims regarding defective goods is in accordance to the law.

Damages that occur or occurred due to improper use or natural wear are not considered defects and are except from liability.

Further claims made by the buyer, especially claims for repair of damages not impairing the purchased item itself, but consequential harm caused by a defect, exist only

- in case of intent or gross negligence
- in case of a violation of the physical intactness or life
- in case of MULTITEC GmbH maliciously conceals a defect
- in case of existing defects that were guaranteed to be absent.

**Used goods:** Used goods are sold excluding any liability for defects.

**Infringement of the industrial property right:** Unless other conditions have been stipulated MULTITEC GmbH supplies the buyer without rights of third parties (property and copy rights).

Should a property right exist nevertheless, MULTITEC GmbH is obligated to either obtain license from the third party or alter subject product so that an infringement of the industrial right is no longer given. Should this not be reasonable for MULTITEC GmbH both parties are entitled to withdraw from the contract. In that case compensation claims are excepted by mutual agreement, unless intent or gross negligence exist. In case a defect of title exists the aforesaid regulation regarding the defect is applicable. The buyer is obligated to inform MULTITEC GmbH in writing and without delay in case any defect of title is claimed towards him, and unrestrictedly keep open any possibility of defense against third parties for MULTITEC GmbH. A recognizance on the account of MULTITEC GmbH leads to the loss of a possible warranty of title.

**Catalogues:** Images, colors, shapes and presentations shown in catalogues, price lists and brochures depict approximations as common in the trade. MULTITEC GmbH reserves the right for substitutions to facilitate technical or design alterations.

**Retention of ownership:** All goods delivered remain the property of MULTITEC GmbH until the buyer has completely fulfilled all financial obligations resulting from the business relationship with MULTITEC GmbH. In case of a current account every consignment is used to secure the claims resulting in an open balance.

Should the estimated value of the consignments used as security exceed the open claim against the buyer for more than fifty per cent, the buyer is entitled to demand a release of securities from MULTITEC GmbH.

The buyer is prohibited from pawning or transferring the securities of consignments purchased under retention of ownership. In case of garnishment, sequestration or other dispositions by third parties the buyer is obligated to inform MULTITEC GmbH without delay and provide them with the information necessary to enforce their ownership of the consignment.

In case the buyer does not fulfill the agreed obligations towards MULTITEC GmbH, in particular in case of default of payment stipulated § 282 BGB (German Civil Law) MULTITEC GmbH is entitled to the return of their consignment upon advanced notice. In this respect MULTITEC GmbH is also entitled to enter the buyer`s

premises to collect their property. The realization of aforesaid measures does not represent a cancellation of a contract.

The buyer is entitled to sell or process the goods purchased under retention of ownership within the scope of his business operation. In this case MULTITEC GmbH's claim of ownership towards the buyer with the buyer's claim towards a third party. The claim of ownership accrues from the sale or processing. The buyer assigns this claim insofar towards MULTITEC GmbH for security reasons now.

MULTITEC GmbH is then entitled to assert the claim on their own behalf.

MULTITEC GmbH is entitled to insure the consignment purchased under retention of ownership against all risks at the buyer's expense, unless the buyer is able to produce proof that insurance was taken for the benefit of third parties.

**Place of jurisdiction and fulfillment:** Place of jurisdiction and fulfillment regarding delivery, payment, dunning procedures and court actions is Kempten, Germany. MULTITEC GmbH reserves the right to refer disputes to the competent court in the buyer's place of establishment or residence. All cases are subject to German law.

**Privacy statement:** Personal or business-related data within the scope of the contractual agreement will be stored in our data base as stipulated in § 26, para. 1 BDSG (Data Protection Act).

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