

General Terms and Conditions

I. Terms of Contract

1. Our shipments and services are subject to the following terms. Other agreements are subject to our prior written confirmation to become effective.
2. Other conditions, in particular the purchase conditions of the purchaser, are rejected expressly. They are even not in force, if we did not reject them expressly. Uneffective is also any formal objection of the purchase, in particular in his purchase conditions.

II. Offers, Acceptance of orders

1. Our offers are free if not other provisions are made in writing.
2. First offers (proposals for a basic solution of the respective task) are in general free of charge. Further offers and drafts are only free of charge for the purchaser under the provision that an order is placed. Otherwise we are entitled to an adequate fee in the usual amounts.
3. The acceptance of an order becomes effective by our written confirmation or by realization of our services.

III. Shipment, scope of supplies, passage of risk

1. Shipment is made ex works. Shipment and carriage fees are to be paid by the purchaser. Shipments are usually insured against damages by break, transport, fire and water. The costs thereof will be invoiced separately at the usual rates.
2. With regard to the scope of supplies, our written order confirmation is decisive. Additional invoices or changes are subject to our prior written confirmation. Protective devices will also be supplied, provided that they have been agreed in writing. Consulting services required by the purchaser after placing of the order, in particular visits by our engineers, will be invoiced separately at the usual rates. The purchaser is not entitled to our construction drawings for the subject of supply.
3. With shipping of the supply subject, at least when leaving the factory, the risk is passed on to the purchaser, even in case of partial shipments. This applies also in case of shipments with freight prepaid or if proper transportation means or transportations means selected by us are involved, furthermore if other services are to be performed by us in addition to the supply (e.g. mounting). Any delay due to facts, which are not to be assumed by us, the risk is passed on to the purchaser from the day of notice that the supplies are ready for shipment. This applies also, if the purchaser requests to store parts of the shipment outside of our factory area.

IV. Rates, Payment

1. Prices are ex works if not provisions are agreed, exclusive packaging and loading.
2. We reserve the right to adjust prices, if essential cost factors - in particular material - and energy rates as well as taxes are changed during the execution of the contract.
3. If no other stipulations are made, the following terms of payment are applicable:
- 1/3 downpayment after receipt of the order confirmation
- 1/3 after notice to the purchaser, that the supplies are ready for shipment
- the balance within 10 days after supply and - if agreed by us - mounting of the supplies. Payment has to be made net without any deductions.
4. Bills of exchange are only accepted if agreed in writing. Discount and fees are to be paid by the purchaser. Bills of exchange as well as cheques are only accepted as payment after final and absolute encashment. We are not obliged to assume cheque and bill right or obligations.
5. If payment is not received in due time, we are entitled, after successful reminder, to charge interest amounting to the usual gross interest rates for credits in current account (incl. usual fees and charges), but at least the rate of interest increased by 3% over the discount rate of the German Federal Bank.
6. In case of noncompliance with the agreed terms of payment by fault of the purchaser we are entitled to withdraw the agreed terms of payment and to request immediate payment of the complete balance notwithstanding any further rights or recourse held by us. If circumstances occur leading to the assumption of an essential deterioration of the economic situation of the purchaser and thus a risk of loss of our claims, we are further entitled to claim for guarantees or advance payment for the remaining portion of services to be performed by us. The essential deterioration of the economic situation of the purchaser and the resulting risk of loss of our claims becomes effective, if we get a respective information by a bank, credit inquiry or similar agency, or if the purchaser is subject to attachment or other compulsory execution. We are not obliged to inform the purchaser about the the source of information.
7. The purchaser is entitled to withhold payment or to offset payment against counter-claims only in such cases, if his counterclaims are uncontested or have become legally effective.

8. Any guarantees are subject to German law without any exception.

V. Terms of delivery, shipment obstacles

1. Terms of delivery or dates of delivery are only binding if confirmed by us in writing.
2. Term of delivery begins when all preconditions for our services are fulfilled by the purchaser, in particular if all documents, authorizations, permits to be procured by the purchaser, have been submitted, provided that all contractual obligations of the purchaser have been fulfilled and the due downpayment has been made in due time.
3. Deadline for fulfilment of the term of delivery is the shipment date ex works or the notice to the purchaser about the supplies being ready for shipment.
4. Essential and unforeseeable plant interruptions, in particular by lack of material, energy, or labor or due to industrial conflicts or due to other acts of God, which prevent us to fulfil the contractual services or which affect the contractual obligation essentially, release both parties for the period and the scope of such obstacles from any obligations, also with regard to the delayed supply of failed shipments. If such events modify the scope of services essentially, the terms of contract have to be adapted accordingly.
5. Claims for damages due to delayed shipment or services are excluded, provided that we are responsible due to negligence or intention. Penalties implemented by the purchaser and clauses for lump-sum damages are expressly rejected.
6. In case of an essential deterioration of the economic situation of the purchaser and thus a risk of loss of our claims, our contractual obligations are blocked, in particular our obligation to deliver, from the moment of notice to the purchaser until we have got a guarantee or prepayment. Fig. IV, 6 is accordingly applicable.
7. We are entitled to make and to invoice partial shipments - at our option also by subcontractors.
8. If the date of shipment is delayed on request of the purchaser, all costs for storage in our works are to be born by the purchaser, at least ½ % of the invoice amount, for each month. Notwithstanding of other legal rights we are entitled to claim for payment of the additional costs caused by the delayed shipment.
9. The purchaser has to inform us immediately about difficult shipment and mounting conditions. If we are informed about such difficult conditions, the term of delivery is extended adequately, notwithstanding of any other rights.

VI. Title of ownership

1. We reserve the title of ownership until the complete and absolute payment of our claims out of such contract with the purchaser. In case of payment by bill of exchange or cheque our reservation of ownership is applicable until final und absolute payment after payment of the bill.
2. The purchaser becomes not the owner of the supplies by treating or processing it. The treatment is only made on our behalf. In case of a connection or installation we acquire an adequate co-ownership corresponding to our portion of supplies.
3. Claims out of the resale or processing of the supplies are ceded to in advance and in the full amount of our supplies. The right of resale is permitted only under the provision, that it is executed in the frame of regular business, in particular in case of assignment of the claims against the third purchaser. In such case our reservation of ownership has to be assigned to the third purchaser. This is the resale condition agreed between us and the purchaser. The purchaser has to inform us immediately whenever third parties get access to the supplies.
4. Provided that all payment obligations are fulfilled, the purchaser is entitled until revocation to collect claims out of the authorized resale of the supplies. In case of an essential deterioration of the economic situation of the purchaser and a resulting risk of loss with regard to our claims (see fig. IV.6.), in particular in case of attachment or other compulsory execution, the right of the purchaser for resale, processing and installation of the supplies as well as for collection of claims thereof is cancelled.
5. Any assertion of the title of ownership by us incl. attachment of the supplies is made for safety reasons. This action does not represent a withdrawal from contract. In particular we are entitled after prior written notice to get back the supplies from the purchaser or to dismount it, if already installed by the purchaser, if the purchaser does not fulfil his contractual obligations after due reminder to do so. The purchaser expressly accepts this procedure.
6. On request of the purchaser we will release guarantees at our option, of the value of such guarantees exceeds the value of our claims for more than 20% not only temporarily.

XII. Assignment, Export

1. The assignment of rights out of this contract by the purchaser is subject to our proper written consent to become effective.

2. Furthermore any export of our supplies, in particular into foreign countries, is subject to our prior written consent.

XIII. Warranty: Scope of warranty, conditions

1. Under the provision that the purchaser has fulfilled his contractual obligations, in particular to pay all agreed amounts, we assume the warranty for all parts becoming useless or being essentially affected under the provision that such default is the result of an action before the passage of risk - in particular due to a defaultive construction, defective material or incorrect execution. All technical documents and data sheets being part of our offer (illustrations, drawings, weights and measures) are only approximate values, if not otherwise agreed in writing. If not other stipulations have been agreed, the DIN regulations are applicable. The fact, that all supplies are based on DIN regulations or other standards, as well as the indications of certain features, in particular capacities, if the supplies, do not represent any confirmation in the sense of §462 Civil Code.

2. With regard to elements supplied by third parties (e.g. electrical motors, electric or electronic parts or elements, hydraulic parts and aggregates, wire ropes) we assume the warranty by advance assignment of our warranty claims against our suppliers. If any damage claims -even in legal action - against our suppliers remain successful in whole or in parts, we assume the warranty in the scope of our other stipulations. With regard to parts not supplied by us, but which are in a functional connection with our supplies by installation of the purchaser, we are not obliged to check, if those parts are fitting for our supplies without express order to do so, confirmed by us in writing.

3. In case of plants not allowing a test run in our works, the purchaser enables us to perform the necessary adjustment and modification works. Such works will be invoiced at the usual mounting rates.

4. The purchaser is obliged to check the supplies immediately after shipment or - if this is not possible - immediately after the start of operation notwithstanding the final acceptance. He is obliged to inform us within 14 days after shipment resp. within 14 days after the start of operation, provided that the check is only possible after installation, about any obvious defaults in writing or by fax. If a default becomes obvious at a later date, which could not be detected on the occasion of this first check, we have to be informed in writing or by fax within 14 days after detection of such default. In case of failure, this is deemed to be an acceptance by the purchaser, releasing us from any warranties. Furthermore we are released from any warranty, if modifications have been made to our supplies without our prior written consent, or if other actions are taken, in particular repair by the purchaser himself, or if the purchase did not comply with the operation manual provided together the plant, provided that there is obviously no relation between such action and the claimed default.

5. Our warranty is limited to 6 months - 3 months in case of multiple shift operation - after supply and, if part of the contractual obligations, start of operation (not acceptance). Warranty claims for defaults stated during this period are time-barred at least within 1 month after written rejection of such default by us. If the shipment, the installation or the start of operation is delayed, the warranty periods ends 12 months after passage of the risk on to the purchaser by the latest.

IX. Warranty: Rights of purchaser

1. With regard to the warranty as per Fig. VIII we are obliged at our option either to repair or to replace (against return) the default. The legal right of the purchaser to claim a price reduction in case of failed repair or defective replacement is not affected by this stipulation.

2. The purchaser is obliged to grant us an adequate period of time and his support for necessary repair or replacement. Only in urgent cases to prevent danger, we have to be informed immediately, or we our replacement or repair is in delay; in such cases the purchaser is entitled to repair the default himself or to have it repaired by third parties and to claim adequate cost compensation from us.

3. In case of repair or replacement we bear the costs for any spare parts incl. freight costs. Furthermore we provide skilled labor for the installation free of charge in case of national business. Furthermore required helpers and machines are to be provided by the purchaser at his own expense. For oversea supplies and if there is a great disproportion between the value of the shipment and the installation costs, we assume the costs for the skilled labor up to the maximum amount of 3% of the supply value of the plant. If it is foreseeable that this maximum amount is exceeded we are entitled to claim an advance on the costs. We are entitled to request that the contested parts and aggregates are sent to our factories, if in our opinion an on-site-repair is inadequate.

4. Claims for damages of the purchaser, which are based on a minor negligence of our contractual or legal obligations, are excluded except for the following. Claims for damages due to delay or inability are, except in case of serious negligence, limited to the amount of the agreed price for the delayed or omitted part of our supplies. If a damage has been caused by serious negligence, our liability is limited in all cases to such damage which can be foreseen as result of such negligence. This applies in particular to damages by plant interruptions. Legal or contractual withdrawal rights of the purchaser are not affected by this stipulation.

5. Measures performed by us to delimit the damages, to verify complaints and negotiations do not represent a legal acceptance of a warranty obligation. Our legal position in particular with regard to current warranty periods is not affected by this stipulation.

X. Rights of Withdrawal

1. Notwithstanding any legal rights we are entitled to withdraw from the order if unforeseeable events not being within our liability occur or whenever such events make it

impossible or change considerably the scope of our order to the effect, that the execution of the order ever under changed conditions is not justifiable from the economic point of view. If we intend to make use of this right of withdrawal we are obliged to inform the purchaser without any delay as soon as the importance of such event becomes obvious notwithstanding eventual terms of delivery. The purchaser is entitled to withdraw from the order whenever we fail to inform him within an adequate period of we intend to withdraw from the order or if we intend to continue.

2. Claims for damages in accordance with par. 1 are excluded mutually.

XI. Rights of Documents

1. All property rights and copyrights concerning drawings, drafts, cost evaluations and other documents issued by us are held by us without any exception. Each use by the customer or by third parties is subject to our prior written authorization.

2. The reprint or other use of our terms of delivery, sales documents, price lists, folders is subject to our prior written authorization. This applies in particular to any use of our business and trademarks.

XII. Miscellaneous

1. Place of performance is D-68766 Hockenheim. This applies also for shipments and services to foreign purchasers.

2. If the purchaser is a fully qualified merchant in the sense of the German Commercial Code, is a legal entity or a public fund, D-68165 Mannheim is the only place of jurisdiction with regard to all disputes arising directly or indirectly out of this contract. We are entitled to take legal action at the court being applicable for the domicile of the purchaser. This applies also to claims, which are asserted by reminder, as well as claims arising out of cheques and bills of exchange for our international business.

3. These terms of contract are subject to German law. The international commercial law is expressly excluded.

4. Should any provision of the present terms should be or become invalid or illegal, the validity of the remaining provisions is not affected.

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