

GENERAL CONDITIONS OF SALE

All purchase contracts for our machines require a written order confirmation from our plant in charge. They are – also valid for parts, accessories and other merchandise – exclusively concluded on the basis of our General Conditions of Sale and German law. Customer's General Conditions of Sale as well as CISG will not be binding.

Documents belonging to the offer, such as copies, drawings, indications of weight, measurements and capacity, depending on the material to be manufactured, are not decisive, as far as not expressly said to be binding. This applies analogously for descriptions, presentations and pictures of products particularly on our website.

Prices and Conditions of Payment

Prices are understood according to our current price list Ex Factory without packing. Packing costs are billed at cost prices.

Invoices for machines, spare parts, accessories, repair or other services (technician costs) are payable as per concluded payment terms, after delivery or notice of readiness of shipment, without any deduction. We will not accept checks or bills of exchange.

Interest on delayed payment will be calculated at a rate of 5 % over the official rate (Basiszinssatz) of the Federal Bank of Germany (Deutsche Bundesbank).

Shipment and Reservation of Proprietary Rights

Delivered merchandise and its packing have to be checked by the customer immediately and accurately upon receipt. Damages and faults must be communicated to us in written form or via e-mail.

Delivered merchandise remains our sole property until complete payment of our claims from current invoices and suspension of related obligations have been effected (i.e. current account retention).

In case of receipt of security surpassing 20 % of our claims, the merchandise will be released upon request. The customer is obliged to keep the merchandise under reserve in functional condition, to perform technical support, store and insure it adequately.

For all disposals and actions which might endanger our merchandise our written consent is required. In case of any distraint by third parties, the customer has to inform them of our reservation and inform us immediately; all charges for necessary interventions are to be borne by the customer.

In case of delay in payment and disregard of contractual terms, we are entitled to recover the merchandise under reservation.

Liability for defects

We are liable for defects of the delivered merchandise under the following conditions:

- Any defect communicated to us or the plant in charge for the customer's home country in written form within the prescription period (2 years after delivery – used merchandise: 1 year) will be checked immediately;
- The ongoing procedure – including cost - will be arranged with the customer depending on the type of defect and the possibilities of reconditioning.

In case we finally fail to recondition within an adequate period, for reasons we are accountable for, the buyer is entitled to cancel the contract. We are not liable for natural wear and tear and damages caused by incorrect handling.

Damages caused by defects will be compensated with up to 5 % of the value of the non-utilizable part of the total delivery.

No compensation will be offered in case the merchandise in default should perish.

We are not liable for damages not occurred on the object of delivery itself, unless at least gross negligence on our part can be proven.

Our guarantee is limited to the described liability above.

Trade marks and serial numbers must not be modified. Form and function of the merchandise, related pictures and technical records (as in spare parts lists) are subject to our industrial and intellectual property.

Jurisdiction and place of settlement for both parties is Stuttgart.

Union Special GmbH, Möglingen