



General Terms & Conditions of Delivery SCHILLER AUTOMATION GmbH & Co. KG

I. General

1. Our General Terms & Conditions below apply exclusively to entrepreneurs, legal persons under public law and special funds under public law.
2. General terms & conditions of the Customer (purchase, procurement conditions, etc.) apply only if the Supplier has expressly accepted them. They do not become part of the contract upon acceptance of the order.
3. Individual contractual agreements made in writing by the parties shall take precedence over these Terms & Conditions of Delivery.
4. The contract is concluded upon written confirmation of the order by the Supplier. The Supplier's written order confirmation is definitive for the scope of supply and services. Supplementary agreements and changes require the written confirmation of the Supplier.
5. The documents that form part of the offer, such as illustrations, drawings, weights and dimensions, are approximate, unless expressly designated as binding. We reserve the proprietary rights and copyright to drawings, illustrations, calculations and other documents, including in electronic form. They may not be made accessible to third parties. This also applies to other written documents that are designated as "confidential". The Customer must obtain our express written confirmation before passing them on to third parties. The Customer shall maintain confidentiality concerning all documents provided to the Customer. The confidentiality obligation also applies after this contract has been wound up, and expires only if and to the extent that the manufacturing knowledge contained in the documents provided becomes generally known.
6. For orders for items, the design and composition features of which the Customer prescribes, the Customer is responsible for ensuring that the design or composition do not breach the property rights of third parties. The Customer shall indemnify the Supplier in the event of any claim.

II. Price and Payment

1. Prices are ex works, exclusive of packaging and are subject to sales tax (VAT) at the statutory rate; in the case of foreign companies, they are without customs duty and tax.
2. Payments are due without deduction, free of charge to the Supplier's appointed paying agent as follows:
40% on order confirmation,
50% on delivery,
10% on acceptance; if acceptance is delayed for reasons for which the Supplier is not responsible, acceptance shall be deemed to have been completed 20 days after the delayed acceptance, but at the latest 60 days from delivery.
Payments are due immediately in each case.
3. Should delivery be postponed by the Customer, payment is nevertheless due within 10 days of notification of readiness for delivery and invoicing by the Supplier.
4. In the event of suspension by the Customer, the amounts for the services provided up to that point are due 4 weeks from the suspension, insofar as it has not been lifted by then. Compensation claims by the Supplier remain unaffected by this.
5. Offsetting by the Customer is only possible against uncontested or legally established claims.
6. In the event of default on payment, the Customer shall pay default interest at the statutory rate. If the Supplier is able to demonstrate higher default losses, those losses shall be refunded.

III. Retention of Title

1. The goods supplied shall remain the property of the Supplier until fulfillment of all claims due to the Supplier under the ongoing business relationship. Pledges or transfers by way of security are not permitted until full payment has been made. In the event of liens, seizures or other third-party dispositions or interventions, the Customer shall notify the Supplier immediately of this.
2. Ownership may extend to any new item created as a result of processing the reserved goods. The Customer manufactures the new item for the Supplier without acquiring ownership and shall retain it free of charge for the Supplier. This does not justify any claims on the part of the Customer against the Supplier.
3. In the case of processing of the reserved goods with goods from other suppliers whose rights of ownership to the new item continue in the same way, the Supplier, together with the other suppliers, shall acquire co-ownership of the new item at its full value (including value creation) – without any co-ownership by the Customer – as follows:

The share of co-ownership corresponds to the proportion of the invoice value of the Supplier's reserved goods in relation to the invoice value of all other reserved goods that have been processed with them.

4. With immediate effect, the Customer hereby assigns to the Supplier the Customer's claims from the sale of the reserved goods from current and future deliveries, together with all ancillary rights, to the extent of the Supplier's share of ownership. In the case of processing under a contract for work, the claims for wage payments in the amount of the Supplier's share of the invoice for the processed reserved goods are assigned to the Supplier. The Supplier accepts the assignment.
5. As long as the Customer meets the Customer's obligations under the business relationship with the Supplier properly, the Customer may dispose of the goods that are the Supplier's property in the normal course of business and collect the claims assigned to the Supplier.
6. In the event of default on payment of more than 30 days or deterioration in the Customer's assets, the Supplier may disclose the assignment and collect the assigned claims. The Customer shall provide the information and documentation required concerning this without delay.
7. If the securities provided to the Supplier exceed the amount of the secured claims by more than 10%, the Supplier shall release a corresponding part of the securities upon request by the Customer and of the Customer's choice.

IV. Delivery Period

1. The delivery period is based on the agreements of the contracting parties. Compliance with agreed periods for delivery assumes prompt receipt of all documents to be provided by the Customer and of all approvals and authorizations, in particular of plans, and compliance with the agreed payment conditions and other obligations on the part of the Customer. If these conditions are not met, the periods shall be extended appropriately. This does not apply if the Supplier is responsible for the delay.
2. Compliance with the delivery period is subject to correct and prompt receipt of deliveries by the Supplier from sub-suppliers. The Supplier shall notify the Customer of imminent delays as soon as possible.
3. The delivery period shall be extended appropriately in the event of measures in the context of industrial disputes, in particular strikes and lockouts, and if unforeseeable obstacles arise that are beyond the control of the Supplier, insofar as such obstacles have a demonstrably significant effect on production or delivery of the item supplied, such as defects in an important supply part for which the Supplier is not responsible. This also applies if the circumstances affect sub-suppliers or during an existing delay. The Supplier shall notify the Customer immediately of the start and end of obstacles of this sort.
4. The delivery period has been met if the delivery item has left the works before the period elapses or notification of readiness for shipping has been given. If preliminary acceptance is required, the preliminary acceptance date is controlling, except in the case of legitimate refusal of preliminary acceptance; alternatively the notification of readiness for shipping is controlling.
5. If shipping or preliminary acceptance is delayed at the request of the Customer or for reasons for which the Customer is responsible, starting from a month after notification of readiness for shipping or preliminary acceptance, the Customer shall be charged for the costs incurred for storage, in the case of storage at the Supplier's works, at least ½% of the supply value of the stored part for each month. The Supplier is, however, entitled to dispose of the item supplied in a different way, having first set an appropriate notice period and that notice period having elapsed without success.

V. Transfer of Risk

1. Risk is transferred to the Customer at the latest on shipment or collection of the supplied parts, even in the case of freight paid delivery or if the Supplier has accepted further obligations such as delivery, installation, etc. At the request and cost of the Customer, deliveries are to be insured against theft, breakage, transport, fire and water damage and other insurable risks. The Supplier may make the insurance dependent on advance payment of the costs by the Customer.
2. If shipping, delivery, the start or completion of installation or assembly, the handover on site or the trial run is delayed as a result of circumstances for which the Customer is responsible, or if the Customer defaults on acceptance for other reasons, the risk shall be transferred to the Customer. At the request and cost of the Customer, deliveries are to be insured against theft, breakage, transport, fire and water damage and other insurable risks. The Supplier may make the insurance dependent on advance payment of the costs by the Customer.



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3. If this is not the case in advance, risk is transferred to the Customer at the latest at the time of acceptance (if acceptance is delayed for reasons for which the Supplier is not responsible, acceptance shall be deemed to have been completed 20 days after the delayed acceptance).

VI. Acceptance

1. The item supplied shall be accepted by the Customer, even if insignificant defects are evident, notwithstanding the rights under Section VII.
2. Partial deliveries are permitted as long as they are acceptable to the Customer.

VII. Warranty

1. The Supplier accepts liability for defects, to the exclusion of other claims, as follows:
 - a) Defects for which a claim is made under the Supplier's warranty are to be reported to the Supplier in writing as soon as they occur. If the Customer fails to make such a report, the Supplier is exempt from liability.
 - b) Defects that are the result of a circumstance at the time of the transfer of risk are to be repaired or the defective parts replaced, at the Supplier's discretion.
 - c) The Customer shall give the Supplier appropriate time and opportunity to carry out all of the repairs that the Supplier deems necessary and to make replacement delivery. Otherwise the Supplier is exempt from liability, including in relation to the consequences of this. The Customer has the right to rectify defects himself or to arrange for third parties to do so and to demand reimbursement of the essential expenses from the Supplier only in urgent cases of risk to operational safety or to prevent disproportionately serious damage.
 - d) Further rights of the Customer as a result of defect and the consequential damage resulting from it are excluded. This does not apply in the event of malicious intent, gross negligence of the owner, the bodies/committees or executive staff of the Supplier's company, in the event of culpable loss of life, physical injury or damage to health, if the Supplier has fraudulently concealed defects, in the event of defects in the item supplied and insofar as liability is stipulated under the German Product Liability Act for personal injury or property damage to privately used items. In the case of culpable breach of significant contractual obligations, the Supplier is also liable in the event of gross negligence by non-executive staff and minor negligence, and in the latter instance restricted to damages that is typical of this kind of contract and may reasonably have been foreseen.
 - e) The Supplier cannot accept liability
 - for damages caused by inappropriate or improper use, storage, temporary storage, defective assembly or commissioning by the Customer or third parties, natural wear, incorrect or negligent treatment, unsuitable operating materials, defective building work, unsuitable foundations or chemical, electro-chemical or electrical factors, unless they are the fault of the Supplier.
 - for damages or consequential damages resulting from modifications or maintenance work undertaken by the Customer or a third party without the consent of the Supplier.
2. The warranty commences with the transfer of risk (see V above). Formal acceptance is not a precondition for the start of the warranty.
3. All claims by the Customer, whatever the legal grounds, shall expire in 12 months. The statutory periods apply to compensation claims pursuant to 1 d).
4. The Customer has a right to retain payments only to the extent that they are in reasonable proportion to the defects that occur.
5. If the use of the item supplied leads to a breach of domestic commercial property rights or copyright, the Supplier shall, at the Supplier's own cost, fundamentally grant the Customer the right to continued use or to modify the item supplied in a way that is acceptable to the customer and is such that the breach of property rights no longer exists.

If this is not possible under economically appropriate conditions or in an appropriate period, the Customer is entitled to withdraw from the contract. Under the conditions described, the Supplier also has the right to withdraw from the contract. Furthermore, the Supplier shall indemnify the Customer against uncontested or legally established claims on the part of the holder of the property rights.
6. The obligations of the Supplier under Section VII para. 5 are final and exist only if
 - the Customer informs the Supplier immediately of breaches of property rights or copyright for which a claim has been made

- the Customer supports the Supplier to an appropriate extent in defending the claims pursued or allows the Supplier to implement the modification measures pursuant to para. 5
- the Supplier retains the right to all defense measures including arrangements outside court
- the legal defect is not the result of an instruction given by the Customer
- the breach of law was not caused by the fact that the Customer has modified the item supplied without consent or used it in a way that breaches the contract.

VIII. Withdrawal of the Customer

1. The Customer may withdraw from the contract in cases regulated by law, insofar as this is possible despite the warranty restrictions specified under Section VII.
2. In the case of a legitimate withdrawal by the Customer as a result of circumstances for which the Supplier is responsible, the Customer may demand compensation. This is limited to 10% of the value of that part of the delivery that was not completed because of the withdrawal. Further claims on the part of the Customer are excluded. The Supplier is at liberty to demonstrate that no damage or lesser damage has been caused.

IX. Right of the Supplier to Withdrawal and Modification of the Contract

1. In the case of unforeseen events as defined under Section IV, insofar as they significantly alter the economic significance or content of the service or have a significant impact on the operations of the Supplier and in the event that it subsequently emerges that the contract cannot be executed in the intended form, the contract shall be modified as appropriate by agreement with the Customer. If this is not commercially acceptable, the Supplier is entitled to withdraw from the contract in whole or in part.
2. The Customer has no right to compensation for a withdrawal of this sort. If the Supplier wishes to exercise its right of withdrawal, the Supplier shall notify the Customer as soon as the Supplier becomes aware of the extent of the event, even if an extension to the delivery period has first been agreed with the Customer.
3. An application to initiate insolvency proceedings against the assets of the Customer entitles the Supplier to withdraw from the contract and to demand immediate release of the item supplied.

X. Other Compensation Claims

1. Other compensation claims by the Customer against the Supplier or its vicarious agents, whatever the legal grounds, are excluded unless they relate to mandatory statutory liability.
2. Section VII. applies accordingly to claims by the Customer for repair, replacement delivery or compensation that have come about as a result of suggestions or advice received before or after conclusion of the contract or breach of secondary contractual obligations.

XI. Place of Jurisdiction and Applicable Law

1. For all disputes arising from the contractual relationship, legal action shall be taken in the court with jurisdiction over the Supplier's registered office. The Supplier is also entitled to take legal action at the location of the Customer's registered office.
2. The contractual relationship is subject to the law of the Federal Republic of Germany, with the exclusion of the United Nations Convention on the International Sale of Goods of 4/11/1980.