

Conditions of Sale and Delivery

Valid from April 1st, 2011



I. General

1. Our deliveries, services and offers shall be effected solely on the basis of these terms and conditions. These shall also apply to future business relationships without being expressly agreed upon again at a later date.

2. Any statements to the contrary on the part of the customer in respect of the customer's conditions of business and/or conditions of purchase are hereby contradicted. They are not binding also in case if we do not contradict again at the conclusion of the contract. The Terms and Conditions shall be considered as accepted at order placement or receipt of goods at the latest.

3. Oral agreements and subsequent alterations of contract shall become binding on the Seller upon receipt by the Buyer of the Seller's written confirmation; even abrogating the principle of written form needs to be done in written form to be valid. Any change of clauses shall not affect the other clauses.

II. Offers

1. Our offers shall be non-binding and subject to change. They are not binding to accept the order. Orders are considered to be accepted only when confirmed by us in writing.

2. Offer documents, images, descriptions and technical data as well as test or sample shipments are approximate only, unless prescribed by us as called binding. Information in our prospectus and documentation are approximately equal to the circumstances or intentions at the time of printing, but are not binding. We reserve the right of changes of any kind, especially due to technical progress.

3. We reserve ownership and copy rights to offers, drawings, and other documents; they may not be made available to third parties without our express written consent. Drawings and other documents pertaining to quotations must be handed back on request without delay or if the contract is not awarded to the supplier. In particular, our offer elaborations may not be used to obtain competition or comparison offers.

4. Information on application and suitability of our products are to the best of our knowledge. They are not binding however, and do not relieve the buyer from his own inspections and aptitude checks. The purchaser shall be responsible for the observance of legal and regulatory directives with regard to the use of goods.

III. Prices and General terms of payment

1. Our prices are quoted in Euro ex works, free to our account, plus delivery charges, plus VAT. Packing is charged extra.

2. Our offers are based on the current valid material costs and labor costs on the day of issue. Significant price increases or cost increases eventuating, after the offer is made, submittal with us or our suppliers entitle us to adjust our prices appropriate to the changed cost situation.

3. For orders with a net value less than 50,00 € we charge a handling fee of 15,00 €.

4. Payment – All payments shall be Net 30 days from invoice date. Invoices for repairs and service call shall be Net 8 days from invoice date.

5. Bankable bills we only accept exceptionally if previously agreed. Credits for bills and checks shall be subject to the receipt, minus any costs incurred, with value date on which we can dispose of the proceeds.

6. If reasonable doubts arise about the solvency of the customer which the customer can not refute or the customer is in arrears with payment for more than two weeks or the customer is looking for a compound (moratorium) our total claim is due for immediate payment even if bills have been accepted by us.

7. If the agreed payment term is exceeded we are entitled to charge interest for the time of exceeding at the legal rate of 8 percentages points above the respective base interest rate of the European Central Bank, without this requiring a separate formal reminder and in reservation of the assertion of further rights.

8. The withholding of payments or offsetting of any counterclaims of the ordering party, even including those of earlier deliveries, shall only be permissible if the counterclaim is undisputed or legally established.

IV. Terms of delivery

1. The delivery dates given are made at the time to the

best of our knowledge and belief but shall only be deemed to be approximate. They are ex-works and begin after dispatch of our order confirmation provided all the details of the order are clarified.

2. The delivery period shall be extended appropriate in case of unforeseen circumstances such as breakdowns, strikes or lockouts.

3. If our delivery is delayed for reasons that the customer is responsible for we are entitled to charge him the costs that may occur.

4. If the delivery is delayed from our substantial fault the customer can withdraw from the contract after the deadline of the set appropriate grace period. The grace period begins upon receipt of written notice to us. The assertion of claims for damages is excluded.

5. Partial deliveries and separate invoicing is allowed.

V. Transfer of Risk, Delivery

1. The risk passes to the customer as soon as the delivery has left our factory or warehouse. This also applies if the delivery takes place with our vehicles or delivery is free. If the delivery or shipment is delayed for reasons not in our responsibility the risk is transferred to the customer with notice of readiness for delivery.

2. We are not liable for damages or breakage caused during transport. The conclusion of transport insurance or other insurances is in the responsibility of the customer.

3. For transport damage the customer's claims must be made directly to the carrier by the customer within the applicable time-limits. This is of no effect on the maturity of our invoices and in no case entitles to a deduction in our invoices.

4. Shipping method and packaging we determine to the best of our knowledge. Should the customer demand other shipping or packaging we are entitled to demand an appropriate processing surcharge.

VI. Withdrawal

1. Withdrawing of confirmed orders if completely or in part, requires our written consent. We reserve the right to claim the damages resulting therefrom.

2. We have the right – without that the customer can raise a claim – to withdraw from the contract if the execution of the order is no longer possible or reasonable by technical or commercial reasons. In this case we are obliged to inform the customer immediately.

VII. Warranty

1. We hereby warrant that our products are free from manufacturing faults or material defects. The warranty period begins with the delivery of the goods.

2. According to § 377 HGB (code of commercial law) the customer is obliged to inform us about complaints immediately in writing with a detailed deficiency report. Then we shall be given the opportunity to ascertain the defect. Appraisals of damage or error checking by the customer are only binding if they were done with our consent. To remedy the defects the customer must give us the time required and opportunity of doing so. If this is refused, we will be relieved of any liability for the defect.

3. If the complaint is justified we will – at our choice – deliver against the return of the defective good or take back the delivery item against repayment of the payment made by the customer less assembly costs and other incidental expenses. For this the customer has to allow an adequate time. A claim of the customer to determine the place of remedy of defects does not exist.

4. There is no obligation of remedying of damage if it is impossible under the given circumstances or requires a disproportionate great effort and for this reason is rejected by us.

5. Additional warranty claims, especially claims for direct or indirect damages or for third party claims or for damage caused to any other property and objects, are excluded. In particular there is no entitlement to compensation for damage not caused to the delivery item itself. A warranty shall also not apply for damages caused by:
a) normal wear, negligent treatment, excessive or undue use, or other events that arise and for which we are not responsible;
b) based on modification and maintenance, repair and overhaul (MRO) work by the customer without our declaration of consent;
c) the fact that the customer regarding the performance

of construction and installation works has given special instructions or has prescribed specific materials;
d) based on the nature of inputs of other entrepreneurs used by the customer.

6. If deficiencies are due to delivered or processed third-party products or materials our warranty is limited to the assumed liability from the upstream supplier against us. We are obliged on the customer's request to disclose our terms negotiated with the upstream supplier, resp. to assign our warranty claims against the upstream supplier to the customer.

VIII. Reservation of title

1. Deliveries shall exclusively be effected under reservation of title according to § 455 BGB (German Civil Code) with the following extensions:

2. The goods delivered shall remain in our sole property until full payment has been made, including any future claims arising from our business relations. The transfer of ownership of goods subject to retention of title according to § 950 BGB (German Civil Code) shall be excluded.

3. Any processing by the customer for us shall not put us under any obligation. When processing with other goods, which do not belong to us by the customer, the joint ownership of the new product is due to us namely in proportion to the value of the goods subject to retention of title to the other goods processed at the time of processing.

4. Receivables of the customer from the resale or the processing of the goods subject to retention of title are already now assigned to us irrespective of whether the goods are sold without or after processing. If the customer sells the goods subject to retention of title – with or without processing – together with other goods not belonging to us the assignment of the purchase price shall apply only to the value of the goods subject to retention of title, which is together with other goods part of the sales contract or part of the object of purchase.

5. In the case of resale or processing of the goods subject to retention of title to several purchasers the claim against each purchaser is assigned in full amount. For resale or for processing of the goods subject to retention of title the customer shall only be authorized and legitimated with the proviso that the purchase price of the resale or processing is transferred to us. The customer shall not be entitled to other disposals of the goods subject to retention of title.

6. We accept the assignment and shall be entitled to disclose the assignment at any time and to collect, where appropriate, the assigned claims.

7. On our demand the customer has to inform us about the debtors of the assigned claims and to notify the debtors about the assignment.

8. If the customer has insured the goods all claims to the insurer under the insurance contract, respect of the retention of title of the delivered goods, shall be assigned to us.

IX. Place of fulfillment and place of jurisdiction

Place of performance for all deliveries and services shall be Eppelborn. If the customer is a merchant who has been entered as such in the commercial register or is a legal person of public law, or separate estate under public law the place of jurisdiction is Ottweiler. If the customer is non-merchant this shall also apply if permitted by law.

X. Final provisions

1. German law shall apply to all legal situations – also for foreign orders. The application of uniform UN-right of purchase (CISG) is excluded.

2. If individual conditions of these terms of sale and delivery become ineffective the invalidity of any such condition shall not affect any part of the remaining contract. The ineffective clauses shall be reinterpreted in such way that their purpose can be effectively fulfilled.

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