

# General Conditions of Sale for 4PVD Dr.-Ing. Stefan Esser (called 4PVD hereafter), Roermonder Str. 601, D-52072 Aachen

## 1. General

All services and deliveries are subject of these general conditions of sale. At latest with the receipt of the delivery of service these conditions are accepted. Other business or purchase conditions are accepted only if agreed on in written form. Side agreements or additions are not binding, if not confirmed in written form by 4pvd. Models, drafts, pictures and drawings are protected by copyright. Copies of the above even partially are only allowed with the written permission of 4pvd.

## 2. Offer and Contract

Our proposals remain free and not binding. A contract is sealed only if 4pvd confirms a purchase order from the buyer in written form, by Email or fax. Same belongs to any additions, modifications or side agreements. Dimensions, drawings and illustrations are also not binding. Cost estimation from proposals may be crossed up to 15% in either way. Improvements or modifications are allowed if they are reasonable to the buyer but respecting the interest of 4pvd. For Service and project contracts any date and price promise counts as a recommendation and is not binding.

## 3. Prices

All prices are meant ex works 4pvd, plus packing, crating, freight insurance plus the legal taxes applied at the buyers location. All prices included in proposals are not binding. Substantial are the prices listed in the 4pvd order confirmation. Additional services which are not mentioned in the order confirmation will be charged extra. Not expectable variations of taxes, exchange rates or export fees authorize 4pvd to adapt the prices accordingly.

## 4. Delivery and Service terms

All delivery agreements need to be confirmed in written form. Delivery times start with the date of the confirmation of order and in case of advanced payments with the receipt of the agreed advanced payment. All delivery agreements depend on the right time reception of goods. Partial deliveries and partial services are admitted. Delay of delivery does not occur in case of force majeure and as result of occurrence which make the delivery more difficult or impossible to 4pvd. This includes breakdown and strike etc. Is the delivery time is delayed by reasons which are not in the responsibility of 4pvd; the buyer has no right to claim any damages. In case of delay which is in the responsibility of 4pvd, the buyer has the right to terminate the contract excluding any right to claim damage.

## 5. Shipment and transition of risk

All risk is covered by the buyer, as soon as the goods are handed over to the person who executes the shipment or have left the premises of 4pvd with the intention of shipment. However 4pvd will take care of insurance for the shipment of the goods if the buyer requires this and takes over the cost in written form. In case of shipments to 4pvd the buyer carries all risk especially the transportation risk plus all transportation cost until the reception at 4pvd premises.

## 6. Payment Terms

Invoices are due according to the agreement. All payments will generally be deducted from the oldest debt remaining from the business relation, no matter of other terms at the buyers side. If cost for interest and collect of payment have been arisen, each payment will be first counted against the

cost, than the interest and least against the demand. The buyer is only entitled to counter calculate, keep back goods or payments or deduce invoice values, if these counter claims are legally confirmed or not matter of discussion. 4pvd can charge separately for partial deliveries and services. If the buyer does not follow his duties of payment, or if any bank does not credit for any document of the buyer, 4pvd has the right to terminate the contract without any special notice.

In this case all claims of 4pvd to the buyer become due immediately, in total and without special notice. In case 4pvd sticks to the contract, it is authorized to demand advanced payments, bank guarantee or any other kind of security. 4pvd reserves the right to exclude buyers with delayed payment from further delivery. From the date of delay 4pvd is authorized to charge usual interest rates. The buyer has to pay for all cost occurring due to delayed payment and is entitled to give up those claims to other parties.

## 7. Reservation of Property

4pvd reserves the right of property on all delivered goods and services until the full amount of all claims which came or will come from the business relation with the buyer, no matter what kind or by what law is paid. In case of open invoices the reserved property stands as security for the open debt.

## 8. Warranty

The warranty period for all our products is 12 month. In case of any defects of the subject of delivery, which also includes the missing of specially agreed properties, 4pvd is authorized to select if the delivery is corrected, or to deliver new items. In case the correction or replacement delivery fails, the buyer has the right to reduce the payment or cancel the contract. Any correction is considered as failed, if it has been tried multiple times and if another try is not acceptable by the buyer. The buyer has the duty to inform 4pvd about any fault of the delivery immediately but latest within one week in written form. After this period 4pvd is released from the warranty. Replaced parts become property of 4pvd. If any operation or maintenance instructions of 4pvd are not followed, parts are modified, replaced or consumables used, which are not according to the original specifications, any warranty expires. The buyer is not entitled to give up his claims in favour of third parties. The warranty is generally limited to repair and replacement of failed items. The liability is generally limited to actions of intent or grossly negligent.

## 9. Miscellaneous

4pvd will be liable in case of any positive contract injury, non permitted action, organisationally responsibility, etc. only in case, intent or grossly negligent action is proven to 4pvd or its assistants. Court of law is Aachen. For this general conditions of sale and for the whole relation to the buyer German law is applied. If any regulation within this general conditions of sale or any other agreement is not according to the German law, the other regulations here are not affected. Instead of any eventually not applicable regulation, a valid regulation is agreed, which comes most close to the commercial intention of the not applicable regulation.