

General conditions of business
Peter Heidenreich machine trade & installation engineering
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1. All offers are without engagement. In case the date of completion of a contract differs from the delivery time about more than 4 months, the supplier is entitled to adjust the price, but with a price increase of over 20% the customer receives an extraordinary right to withdraw from the contract.
2. Heidenreich will keep to every written offer containing a price for 30 days bound. In the exceptional case the same is valid for verbal offers. If there arrive any acceptance statements by the customer after expiry of the term, these will be treated as offers by the customer, which Heidenreich will accept or reject within at most 30 days.
3. Heidenreich would have the right to cancel a contract
 - because of deferred payments by a customer of more than two weeks
 - if a customer omits to perform any other of their operative duties
 - if a customer generally ceases or ceased payment, if carrying out was effectless or if he has applied for insolvency proceedings.
4. Drawings, specifications and measure specifications in other documents are just approximate descriptions. Only the specifications in the written contract are definitive.
5. Heidenreich approaches individual wishes of customers. Hence, for clarification reasons all contract changes, including the change of delivery dates, have to be agreed upon in written form. If the customer puts documents or information at disposal with time lag, Heidenreich's terms of delivery extend.
6. Heidenreich delivers by location, i.e. the risk transition point is the machine's position before embarkation start. If Heidenreich delivers by consignment purchase, the risk transition point will take place by handover of commodity to the forwarding agent. On the customer's demand Heidenreich takes out a cargo insurance, the insurance premium of which is at the expense of the customer.
7. If Heidenreich failed to comply with terms of delivery, the customer would first have to summon Heidenreich to deliver by setting a deadline and a following additional respite. After an effectless expiry of the term the customer has all legal rights.
8. All invoices of Heidenreich are due and payable within 10 days after date of invoice. Cheques will be accepted with the provision to be paid in. Bills of exchange will not be accepted.
9. Deliveries by Heidenreich are made with the reservation of proprietary rights and principally cash before delivery. With processing by the customer a proportionate enhanced reservation of proprietary rights in favour of Heidenreich is valid. Disposals by the customer are only permissible in regular business operations. For those an extended reservation of proprietary rights in favour of Heidenreich is valid. Claims of that kind of onward disposals are herewith assigned by the customer to Heidenreich and Heidenreich herewith accepts the assignment.
10. There are not any particular specifications valid for standard deliveries by Heidenreich, whether they are not itemized in writing in the contract.
11. If there are any deficiencies in assured qualities acknowledged afterwards by Heidenreich, Heidenreich will chose, whether to touch up or to deliver compensation.
12. --
13. Second-hand machines and installations are aquired by the customer without possibility of any warranty as spare parts as to be viewed in existing condition. The operativeness is to be checked by the customer before completion of the sale. Any later complaints are explicitly excepted. Second-hand machines and facilities usually are basically in working order without larger restrictions, but considering their age and a wearout according to their location and their previous exertion, deficiencies, even hidden faults, may exist. Accomplishments and securings in compliance with the German devices and products safety act (GPSG) and the corresponding prescriptions (GPSGV) are explicitly adduced by the purchaser. The purchaser exempts Heidenreich from claims in compliance with "GPSG" and the corresponding prescriptions "GPSGV", i.e. the customer ensures to market the merchandise according to the rules.
14. It is a case of the customer to describe the designated use of new as well as used machines and facilities in an explicit way, so that Heidenreich is able to recognize, whether the standard delivery is suitable or not. Faults in the description of the designated use are at the expense of the customer.

15. Any warranty by Heidenreich or his supplier expires, in case the customer uses external material for fitting or rework, which contradicts the original equipment manufacturer's specifications.
16. Heidenreich's deliveries are made with the legal prescriptions in mind. It is a case of the customer, to advise Heidenreich about any special additional safety requirements.
17. Heidenreich usually delivering standard products, is unpledged to do trial runs and/or tests of any kind.
18. Any complaints have to happen immediately as it is conventional among merchants, but at the most within 3 weeks after delivery.
19. If Heidenreich accepts a sales return, the customer will be responsible for proper packing and transport.
20. --
21. The customer is liable for any violations of patent rights, copyrights or any comparable rights, in case the customer supplies Heidenreich documents, data or specifications, which implicate such a violation.
22. Heidenreich will factor in possible technical updates and inform the customer about those. The consideration of such developments do not give the customer any special right to withdraw, unless the customer would have disagreed to them explicitly.
23. Heidenreich only delivers in consideration of these aforementioned general conditions of business. Rules being opposed to these are being disagreed. Changes require a written form. Gaps are supposed to be accommodated by the contracting parties in terms of the contract. Later law modifications are given precedence to.
24. This contract is subject to the German law. Court of jurisdiction among professional merchants is Kassel. The application of the rules of the UN trade law is excepted.
25. If discrete rules of this contract may be or become ineffective, this fact will not affect the validity of any other rules in this contract. The contracting parties indenture to replace ineffective rules by current prescriptions, which meet the requirements of the provisions contained in the ineffective rules in a proper legal way. Accordingly it is to be proceeded in the case of provision gaps included in the contract. The parties indenture to work towards remedying the gap in a way, that approaches the meaning and aim of the contract most, which the parties would have determined, if they had preconceived that issue.