

1. General

The below mentioned conditions apply to every offer and sale of Supplier, as well as to subsequent orders and orders made by telephone or in writing.

Deviations from conditions of Purchaser are not binding, unless approved in writing by Supplier. The contract will be reached only by Supplier's written confirmation of order. Additional agreements, amendments or the promise of features shall not be valid unless confirmed in the confirmation of order by Supplier.

Documents belonging to an order, such as sketches, drawings, weights and measures, are only approximate, unless expressly declared to be binding.

Supplier reserves the ownership of and copyright on estimates, drawings and other documents. They must not be handed over to third parties.

2. Delivery and Dispatch

Delivery and dispatch are made at Purchaser's expense and risk, information about dates of completion and delivery dates are approximate. Period of supply shall be appropriately extended in case of force majeure and other unforeseeable incidents, such as delayed supply of bought parts, breakdown, strikes and official measures, no matter whether these incidents will happen with Supplier, his suppliers or the subcontractors of them.

If the delivery date firmly promised by Supplier is exceeded by more than 6 weeks, Purchaser has the right to cancel the contract in writing, after having fixed in writing an additional period of time of 4 weeks. The assertion of claims for damages due to delayed delivery is excluded.

3. Transfer of Risk

Risk shall pass to Purchaser at the moment of dispatch of the parts - even in case of part deliveries. If dispatch is delayed for circumstances which are caused by Purchaser, risk will pass to Purchaser beginning with the day of readiness of dispatch. Purchaser must accept objects delivered even if they have little defects.

4. Prices and Payment

In the absence of special agreements, Supplier's list prices are effective at the moment of delivery (readiness for dispatch). The prices are ex works excluding packaging. To the prices is added the VAT valid at the moment of invoicing. If a delivery period of more than 3 weeks has been agreed, Supplier has the right to increase the prices according to the changes of wages/salaries and materials which had happened in the meantime.

Payments are to be made within 30 days net. In case of default of payment interests on arrears shall be invoiced, at least at the amount of the debtor interests usual in banks.

Charging of disputed counterclaims is not allowed. Payment vouchers, checks or bills of exchange shall be accepted only for reason of fulfillment. Costs occurring of discounts, bills of exchange and collection are to be borne by Purchaser.

If payment by installments is agreed upon and Purchaser is given entirely or partly formal notice of default of payments with 2 installments, the total remaining amount becomes due without reminder.

5. Retention of Title

Title to the object of delivery is retained by us, until Purchaser has fulfilled each and every claim originating in the mutual business relations, especially until he has paid a possibly existing current account balance. The same shall apply if the purchasing price for certain goods indicated by Purchaser has been paid. As long as retention of ownership exists, Purchaser is allowed to dispose of the object of delivery only in the ordinary course of business. Purchaser shall not be entitled to dispose of it, especially not to sell, to pledge, to pass title by way of surety or to process it without our express approval in writing. Should Purchaser sell the object or dispose of it in any other way, he assigns to us each and every claim arising hereof to him. Thus will be assigned in advance to us all rights which may arise to Purchaser that the object of delivery is integrated into other objects that it becomes an essential component of another thing, or that the object of delivery is damaged or becomes faulty or is lost. If the object of delivery is pledged, seized or concerned by other dispositions made by third parties or are about to be made, Purchaser must immediately inform us about what is happening and he himself must immediately take precautions that are suitable to lift these measures. In addition, he must inform his creditors about the retention of title. Purchaser is not allowed to dispose of the goods being under retention of title from the moment of default of payment, suspension of payment or any other encroachment. He is then obliged to return at our request the goods to us without charging freight charges to us.

The transfer of risk at the moment of dispatch or readiness for dispatch resp. is not concerned by the retention of title.

6. Complaints

Information about complaints due to apparent defects, with dealers also due to visible defects, furthermore complaints due to incomplete or wrong deliveries or services must be given in writing to Supplier without culpable delay, but within 2 weeks at the latest after receipt of the object of delivery. Supplier must be informed in writing about other defects without culpable delay after they had been detected. Changes of design and shape of the object of delivery are reserved to Supplier and can't be complained about, as far as the object of delivery is not radically changed and the changes can be accepted by Purchaser.

7. Warranty

For defect of the object of delivery at the moment of transfer of risk, Supplier shall, at his option, make either subsequent reconditioning or replacement delivery during a period of 12 months after transfer of risk. Change and depreciation are excluded, unless Supplier is not capable of correction of faults.

Furthermore no compensation of direct or indirect damages, whatever legal reason it shall be, shall be made, unless Supplier behaves with intent or by gross negligence.

Regarding products not produced by Supplier himself, liability shall be restricted to the assignment of claims of liability to which is Seller entitled against the producer. In this case Purchaser is first obliged to assign claim to the producer by assigned right.

In order to carry out repairs and replacement deliveries seeming necessary, Purchaser shall grant to Supplier the necessary period of time and opportunity. Should this be refused, Supplier shall be discharged from warranty.

Within the direct costs having incurred by repair or replacement delivery resp., Supplier shall bear the costs of the replacement pieces including dispatch as well as of the adequate costs of disassembly and assembly. The costs shall be compensated only if assembly is made by Supplier or by a workshop which Supplier had commissioned to carry out these works.

Unauthorized repairs are not compensated. The customer must go to the dealer's workshop to have the repair works done. Trips between workshop and customer are usually not compensated, only in emergency or special circumstances resp., but then only up to a distance of 40 km max. For parts produced outside and built-in in emergency, only our spare part net prices shall be compensated. Warranty for these parts produced outside and repair works is excluded.

Furthermore warranty expires if the object has been changed by the mounting of parts of foreign origin and the damage is causally connected with the change. Warranty does not include defects which have been caused by the fact that the customer has not fulfilled his duty of immediate notice of defect.

Condition for warranty is that Purchaser complies with his contractual obligations, in particular the agreed conditions of payment.

If mounting of the products is made by Purchaser, claims of warranty only exist if mounting was made by an expert and according to the information in the mounting instructions.

Supplier is entitled to have sent all faulty parts by Purchaser in order to check the claim for warranty.

Warranty shall furthermore expire if Purchaser does not meet Supplier's instructions regarding handling of the object (operating instructions).

Natural wear and damages which are due to careless or improper handling, are excluded from warranty.

No warranty shall be taken over for used objects of delivery. Compensation of the warranty works carried out is made within 4 weeks after receipt of the application for warranty. Supplier reserves the right to shorten these applications for warranty according to his standard times and rates per hour. These applications for warranty should be sent to us within 4 weeks, if possible, after the warranty works had been carried out in order to be able to re-enact possible disagreements. Warranty claims will only be treated up to a maximum of half a year after the damage has arisen. Warranty claims which will be submitted later will be refused.

Warranties whose reimbursement costs exceed Euro 150,-- plus VAT, must not be carried out without previous consultation of the SAUTER service department.

8. Applicable Right / Partial Nullity

Only the law of the Federal Republic of Germany (without purchasing law of the United Nations) shall govern, also with deliveries abroad.

Should any clause of these general conditions be void, the validity of the other clauses shall not be affected. Void individual clauses must be replaced by such legal rules which come rather close to the user's will.

9. Place of Performance and of Jurisdiction

Place of performance is Supplier's commercial domicile, place of jurisdiction is the district court of Memmingen for both the parts.

*** Translation of the German version; the latter shall be binding with the conclusion of the contract.**