

SPECIAL TERMS AND CONDITIONS

for the industrial services of Gust. Alberts GmbH & Co. KG,
Gewerbegebiet Grünenthal, 58849 Herscheid

1. Scope

The special terms and conditions for industrial services (hereinafter: Terms and Conditions) apply to custom-made items based on purchase orders from the customer in addition to our General Terms and Conditions. In the event of ambiguities or contradictions, these Terms and Conditions shall take priority for custom-made items.

Our Terms and Conditions and in addition our general terms and conditions shall apply exclusively; we do not recognise terms and conditions which differ from our Terms and Conditions or our general terms and conditions unless we agree to their validity expressly in writing. Our Terms and Conditions or our general terms and conditions shall also apply if we execute the work unconditionally in the knowledge of terms and conditions from the customer that differ from our Terms and Conditions or our general terms and conditions or are to the contrary. Our terms and conditions only apply to entrepreneurs within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB).

2. Responsibility

We shall not be obliged to verify the feasibility or technical meaningfulness of the specifications sent by the customer. This shall be the sole responsibility of the customer. Samples shall always be non-binding samples for inspection. The production of all standardised parts shall comply with DIN standards that apply at the time of production unless particular requirements are set out in the respective dimensional standards.

3. Dimensions or Quality

Deviations from dimensions or quality shall be permitted within the scope of the DIN standards, within the scope of customary ranges or according to special agreement.

The technical data, illustrations, drawings, dimensional and weight data to be found on the internet, in catalogues, quotations or other printed material shall merely serve as a manufacturing description and shall be deemed to be non-binding average values. They shall not constitute any indication of quality and shall not establish any guarantee of quality or durability unless explicitly indicated as such by us.

4. Acceptance

If acceptance has been agreed or is required, the following shall apply:

The customer shall be obliged to accept the work that has been produced in accordance with the contract. Minor defects, which do not impair the serviceability, and non-apparent defects shall not entitle the customer to refuse acceptance. The customer shall undertake the acceptance testing themselves or have it undertaken by a third party to be determined by the customer without delay after receipt of the goods and verify that they comply with the technical specifications. If the work complies with the technical specifications, the customer shall declare acceptance in writing without delay. If the customer does not declare acceptance for two weeks after receipt of goods and has not reported any major defects in the meantime either then the work shall be deemed to have been accepted. The acceptance shall also come about in that the customer starts to use the goods without declaring that their use is considerably diminished.

5. Tools

All tools, which are used to fulfil the order and for which the customer is expressly charged a share of the tool cost, shall remain our property. Tools provided to us by the customer shall be maintained and stored in a safe place. We shall bear servicing costs caused by wear. We shall not, however, owe any renewal. Tools paid for by the customer shall only be used on their behalf.

6. Processing of parts sent in by the customer

6.1

Parts sent in for processing are to be delivered carriage free to the factory unless the parties agree otherwise. We are to be notified of the material plus a description of the physical/chemical properties of the parts sent in beforehand or upon delivery.

6.2

Following consultation with the customer we can either rework parts that have been processed defectively before we received them or return them to the customer at their cost.

7. Scope of delivery, annual and call-off orders

7.1

Annual and call-off orders shall place the customer under obligation to purchase the total quantity that the respective annual or call-off order is based on.

7.2

Insofar as no definite call-off dates emerge from an annual/call-off order, the total quantity is to be called off by the customer in a maximum of twelve partial quantities within one year of conclusion of the contract.

7.3

If the customer is to call off or purchase within a defined period of time we shall be free to issue an invoice or withdraw from the contract without further ado after expiration of this period of time. Any claims to compensation we may have shall not be affected by this.

8. Warranty

The warranty period shall be one year.

9. Non-disclosure

9.1

The contractual parties shall treat all commercial and technical information that is not general knowledge and that they become aware of as a result of the business relationship as trade secrets.

9.2

Documents made accessible to the customer by us, in particular drawings, models, templates, samples and similar items may not be passed on to unauthorised third parties for their use. They shall remain our property. Reproductions shall only be permitted within the scope of operational requirements and provisions of copyright law. At our request all documents and items and copies thereof shall be surrendered to us or destroyed as appropriate.

9.3

We reserve the right to apply for property rights and the use of rights of use in relation to our items and information.

10. Property rights

10.1

If and to the extent we have manufactured the custom-made items in accordance with drawings, models or other equivalent descriptions or data handed over by the customer, the customer shall indemnify us in relation to all third party claims based on infringements of property rights caused thereby. We shall not be liable in this respect. The same shall apply in the case of specifications from the end customer or system suppliers designated by the end customer.

10.2

The contractual partners shall be obliged to inform one another without delay of any risks of infringement or alleged infringements they become aware of and to give one another the opportunity to oppose such claims jointly.

10.3

In the case of development work on behalf of the customer, the customer shall not acquire any new property rights from us that emerge from this order or are contained in the results of the development even if they have borne the development costs in full or in part unless agreed to the contrary in writing between the contractual parties. The granting of rights shall require an express agreement in writing.

11. Termination

The customer's right of termination pursuant to Section 649 of the German Civil Code (BGB) shall be excluded.

The right to termination for cause shall not be limited.