

For use in business relationship with:

1. a person who concludes the contract in their commercial or independent professional activities (entrepreneurs)
2. legal persons of public law or public assets.

I. General

1. All supplies and services are based on these General Conditions and any additional terms that may be agreed between the parties. Deviating terms of purchasing proposed by the buyer are not a part of the contract despite our confirmation of the order. In the absence of other agreement, a contract comes about with the written order confirmation by ADELMANN.
2. ADELMANN holds the design, ownership and copyright to all samples, cost estimates, drawings and other information in tangible or intangible form, which must not be disclosed to any external party. ADELMANN undertakes not to disclose to any third party information or documents marked as confidential by the buyer unless with the latter's consent.

II. Prices and payment

1. Unless agreed otherwise, all prices are quoted ex works, including loading, excluding packaging and unloading. Value-added tax at the applicable rate is added to the prices.
2. Unless agreed otherwise, payment must be made without any deduction into the account of ADELMANN as follows:
 - 1/3 as down payment after receipt of the order confirmation
 - 1/3 as soon as the buyer is informed that the principal components are ready for shipment
 - the remainder within one month of the passing of risk in the contract goods.
3. The buyer is only entitled to withhold or set off payment if the counterclaim is not disputed or subject of an effective court judgment.

III. Delivery time, delay

1. The time of delivery is agreed between the parties. ADELMANN is obliged to make delivery by the agreed time provided all commercial and technical details have been discussed and settled between the contracting parties and the buyer complies with his obligations, e.g., obtains all required official permits and approvals and an agreed down payment has been made. Otherwise the time of delivery extends accordingly. This does not apply for delay for which ADELMANN is responsible.
 2. Delivery can only be made by the agreed time provided we obtain the required goods from our suppliers in time. Any delay will be communicated by ADELMANN as soon as possible.
 3. The term of delivery has been met when the goods have been dispatched from the ADELMANN factory or the customer has been notified that the goods are ready for dispatch. If acceptance of the goods is agreed, the date of acceptance, alternatively the date of at which the buyer is informed that the goods are ready for shipment, counts, except in cases in which acceptance is refused for good reasons.
 4. If shipment or acceptance of the contract goods is delayed for reasons for which the buyer is responsible, the cost of the delay will be charged to buyer's account, beginning one month after the communication that the goods are ready for shipment or acceptance.
 5. If the delay in the delivery of the goods is a consequence of a case of force majeure, industrial unrest or other events outside the control of ADELMANN, the time of delivery extends accordingly. ADELMANN will inform the buyer of the beginning and end of the state of force majeure as soon as possible.
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6. The buyer can cancel the contract without observing a period of notice if ADELMANN is unable to perform the contract as a whole before the passing of risk. The buyer can also cancel the contract if when the order is placed the performance of any part of this order becomes impossible and the buyer has a justified interest in refusing the partial delivery. In any other case, the buyer is obliged to pay the contract price for the respective partial delivery.

The same applies in the case of inability of ADELMANN. For the rest, section VII applies. 2.

If the impossibility or inability as above occurs during the delay of acceptance or if the buyer alone or to an overwhelming degree is responsible for these conditions, he is obliged to pay in return.

7. If ADELMANN is in delay and if the buyer suffers damage due to this delay, the buyer can demand a lump amount as compensation for the delay. This amount is equal to 0.5 % for every week of delay, totally not exceeding 5 %, of the value of the goods which cannot be used in time or used according to contract due to the delay.

If - except in the cases allowed by law - the buyer sets ADELMANN a reasonable deadline for performance of the contract and the contract is not performed by that date, the buyer can cancel the contract subject to the statutory provisions. Any other right or claim due to the delay of delivery is based exclusively on section VII. 2 of these General Terms.

IV. Passing of risk, acceptance

1. The risk in the goods passes to the buyer when the goods have been shipped from the factory, and this includes partial shipments, or cases in which ADELMANN also performs other services, such as the transport or delivery and installation of the goods. If acceptance of the goods is agreed, the risk passes at the time of acceptance of the goods. The goods shall be accepted at the date agreed for acceptance or alternatively directly after the communication by ADELMANN that the goods are ready for acceptance. The buyer is not entitled to refuse acceptance of the goods unless a substantive defect exists.

2. If shipment of the goods is delayed or the goods are not shipped or accepted for reasons for which ADELMANN is not responsible, the risk in the goods passes to the buyer on the day of communication that the goods are ready for shipment or acceptance, as the case may be. ADELMANN undertakes to insure the goods as requested by the buyer at the latter's cost.

3. Partial shipments are permitted if the buyer can be expected to tolerate this.

V. Retention of ownership

1. ADELMANN remains the owner of the contract goods until full payment is received.

2. ADELMANN can insure the goods against theft, breakage, fire, water and other damage at the buyer's cost unless buyer can prove that he provides the respective cover.

3. The buyer is not permitted to sell, hypothecate or assign the goods as security. The buyer shall inform ADELMANN immediately if the goods are seized or otherwise confiscated or disposed of in any other way by a third party.

4. If the buyer is in default, especially with payment, ADELMANN, after sending a reminder, can demand return of the goods and the buyer is obliged to surrender the goods to ADELMANN.

5. Due to the retention of ownership, ADELMANN can only demand surrender of the goods if ADELMANN has cancelled the contract.

6. If the buyer files a petition for opening insolvency proceedings, ADELMANN can cancel the contract and demand immediate surrender of the goods.

VI. Defects

In cases of defect in title or quality, ADELMANN is liable to the exclusion of any other liability, except article VII, as follows:

Defects of quality

1. All parts which are found to be defective for a reason occurring before the passing of risk will be repaired or replaced free according to ADELMANN's choice. All defects must be communicated to ADELMANN in writing without delay. Replaced parts become our property.

2. To enable ADELMANN to undertake necessary repairs or replacements, the buyer, in consultation with ADELMANN, shall allow the required time and opportunity, in failure of which ADELMANN is not liable for any consequences thereof. Only in urgent circumstances in which the safety of operation is in danger or disproportionately high damage must be avoided, of which ADELMANN must be informed without delay, is the buyer entitled to repair the defect or have it repaired and claim compensation of expenses from ADELMANN.

3. Of the expenses incurred in connection with the repair or replacement, ADELMANN will bear, in the case of justified complaints, the cost of the replacement item, including shipment, as well as reasonable cost of removal and installation, also, if reasonable on the merits of the case, the cost for required mechanics and helpers.

4. To the extent prescribed by law, the buyer can withdraw from the contract if ADELMANN, after considering all exceptions permitted by law, allows a reasonable grace period for repair or replacement of a quality defect set by the buyer to lapse without taking necessary action. If the defect is of minor nature, the buyer is only entitled to a reduction of the purchase price. Otherwise, no reduction of the purchase price can be claimed.

5. No warranty is granted in the following conditions, in particular: unsuitable or improper use, wrong assembly or start-up by the buyer or a third party, natural wear and tear, wrong or negligent treatment, improper maintenance, unsuitable operating media, poor building work, unsuitable soil, chemical, electro-chemical or electrical effects for which ADELMANN is not responsible.

6. ADELMANN is not responsible for the consequences of improper repairs undertaken by the buyer or a third party. Likewise, ADELMANN is not responsible for consequences of changes or modifications made to the contract goods without the consent of ADELMANN.

Defects in title

7. If as a result of using the delivered goods, domestic patents, copyrights or other protected rights are violated, ADELMANN will at their cost obtain for the buyer the right to further use of the goods or modify the goods in a manner the buyer can be expected to tolerate and put them in a non-violating state. If this is not possible at reasonable economic conditions or within an appropriate term, the buyer can withdraw from the contract. Under these conditions, the supplier can also withdraw from contract. In addition, ADELMANN will indemnify the buyer for all claims of the holder of the patent copyright or other right that are not in doubt or finally adjudged by a court of law.

8. The obligations of ADELMANN pursuant to clause 7 above are final for violations of patent and other rights, except article VII.2. They apply only if:

- the buyer informs ADELMANN of any such claim without delay, the buyer assists ADELMANN reasonably in defending against the claim or enables ADELMANN to undertake the modifications pursuant to article VI. 8,
- ADELMANN is entitled to undertake all defences, including settlement out of court,
- the defect in title is not due to an instruction by the buyer, and
- the cause of the violation is not due to an unauthorized change or modification of the goods or any use that is contrary to the contract.

VII. Liability

1. If the buyer cannot use the goods as intended by the contract for a reason for which ADELMANN is responsible due to non-performance or wrong performance of proposals and consultations prior to or after conclusion of the contract or violation of any other secondary obligation, in particular, instructions for the operation and maintenance of the goods, the provisions of articles VI and VII.2 apply to the exclusion of any other claims by the buyer.

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2. Damage not done to the contract goods directly are the responsibility of ADELMANN only - for whatever legal cause -

a) if premeditated,

b) if caused due to gross negligence of the owner / an agent or officer of the owner,

c) in case of culpable injury of life, body health

d) defects undisclosed with malicious intent or whose absent has been warranted,

e) defects of the contract goods to the extent to which liability for personal or material damage to objects in private use is a statutory obligation under the product liability legislation. In case of culpable violation of contractual obligations, ADELMANN is also liable for gross negligence by employees who are not officers and slight negligence, in the latter case limited to damage typical with this type of contract, that could reasonable have been foreseen. Other claims are excluded.

VIII. Time bar

The time bar for all claims by the buyer for whatever legal cause is 12 months. The time bar for damage claims pursuant to article VII. 2, a-e is prescribed by law. The time bar also applies to defects of a building structure or contract goods that were used for a building structure according to their usual application and caused the defect of that structure.

IX. Use of software

If the delivery includes software, the buyer is granted a non-exclusive right to use the software and the supplied software documentation. The license is for the use of the software on the object for which it is intended. The software must not be used on more than one system. The buyer is entitled to copy, revise, translate or convert the software from object code to source code only in the extent permitted by law (§§ 69 a et seq. copyright act - UrhG). The buyer undertakes not to remove or modify supplier information, particularly, copyright notes, without obtaining the prior written approval of ADELMANN. All other rights in the software and the related documentation, including copies thereof, remain with ADELMANN and the software supplier, respectively. The granting of sublicenses is forbidden.

X. Applicable law, legal venue

1. All legal relationships between ADELMANN and the buyer are subject to German law excluding United Nations Convention on contracts for the international sale of goods CISG.

2. The exclusive legal venue for all kinds of litigation is the court with jurisdiction at the place of business of ADELMANN. ADELMANN can sue the buyer at the latter's principal place of business.
