General terms of business for Romakowski GmbH & Co. KG, 86647 Buttenwiesen

I. Scope
These general conditions shall exclusively apply to all orders placed with us even if the customer’s purchase order contains contradictory conditions. Amendments or supplements to these general conditions must be made in writing.

II. Quotation
1. Our quotations shall be non-binding. The documents which make up part of the quotation, such as illustrations, drawings, weight and dimension details are only approximate unless they are expressly marked as binding. We reserve title and copyright to drawings and other documents; they must not be made available to third parties.
2. Our written order confirmation shall define the scope of the goods for delivery; orders shall only become binding when we confirm them in writing.
3. Side-agreements and amendments shall require written confirmation by the supplier.
4. Our order confirmation may be replaced by a written construction contract.
5. Inspection and planning permission fees shall be charged to the customer.
6. DIN standards with the normal tolerances or conventional regulations shall apply to raw materials; the DIN standard conditions shall apply to production. Only properties which have been expressly confirmed in writing shall be deemed to be assured.

III. Prices
1. Prices shall be quoted in euros and shall be calculated using the prices valid on the date of delivery.
2. Unless otherwise agreed, prices shall be quoted on an ex-works basis excluding packaging. Value-added tax at the current statutory rate shall be added to these prices.

IV. Terms of payment
1. Unless otherwise agreed, our invoices shall be payable within 30 days of the date of the invoice on a strictly net basis.
2. We shall not have any obligation to accept bills of exchange. If we accept them, the debt shall not be settled until they have been redeemed. The discount, charges and all court and out of court costs related to the collection of the bill of exchange and cheque amount shall be payable by the customer.
3. If payment deadlines are missed, we shall be entitled to charge interest at the current bank rate for current account overdrafts from the due date of our accounts receivable.
4. The customer shall not be entitled to retain or set off payments, not even as a result of complaints or counter-claims. In the event of the customer being in default or its creditworthiness deteriorating after the conclusion of the contract, all accounts receivable shall be payable immediately in the event of a payment deadline extension being granted and the possibility of bills of exchange or cheques being received as payment. In addition, in this case we shall be entitled to demand payments in advance or security and to cancel all contracts after the elapse of a reasonable deadline extension.

V. Delivery
1. All delivery dates are quoted after careful coordination but they shall not be legally binding. Lead times shall commence on the date on which we agree to deliver the goods but in no circumstances before the clarification of all commercial and technical details and the approval of our design documents or before the receipt of any agreed deposit payment.
2. The lead time shall be deemed to have been met if the goods have left the factory or the customer has been notified that they are ready for shipment before its end.
3. In the event of site delays we cannot accept any responsibility for meeting a newly agreed date of delivery. Such circumstances shall exempt us from all agreed dates.
4. The lead times shall also be extended by a reasonable period even if we are in default, in the event that unforeseeable hindrances occur which are beyond our control and regardless of whether they occur at our factory or affect our sub-contractors, for example operational problems, strike, lock-out, vehicle breakdowns, allocation of materials, persistent poor weather during installation work; furthermore fire damage and all cases of forces majeures shall release us from our duty to meet the lead time.
5. If the customer suffers damages due to a delay which is the responsibility of the supplier, it shall be entitled to demand compensation with the exclusion of all other claims. Such compensation shall amount to one-half of one percent for each full week subject to a maximum of five percent of the value of those parts of the total package of goods which are not ready for use on time or cannot be used correctly as a result of the delay.
6. If the shipment of the goods is delayed at the request of the customer, it shall be charged with the costs incurred by having to store the goods outside the supplier’s factory, or if the goods are stored inside the supplier’s factory at least one-half of one percent of the invoice total for each month starting one month after notification that the goods are ready for shipment.
7. Meeting the lead time shall be dependent on the customer meeting its contract duties.

VI. Transfer of risk and acceptance procedure
1. If goods are supplied without installation the risk shall be transferred to the customer when they are handed over to the forwarder even if shipment is included in the price, but at the latest when the goods leave the factory.
2. At the request of the customer the shipment shall be insured by us at its (the customer’s) expense against theft, breakage, transport, fire and water damage and other insurable risks.
3. If the shipment is delayed as a result of circumstances which are the customer’s responsibility, the risk shall be transferred to the customer on the date on which notification is given that the goods are ready for shipment; we shall have a duty, however, at the customer’s request and expense, to take out any insurance that it demands.
4. If the goods are delivered with installation the risk shall be transferred to the owner after the acceptance procedure. The acceptance procedure must be carried out immediately after the installation in our presence.
5. If the customer does not carry out the acceptance procedure promptly or in full, our work shall be deemed to have been accepted after the installation has been completed. Partial acceptance procedures may be carried out by the customer on request.
6. In the event of transport damage the customer must arrange for the facts of the matter to be recorded by the relevant bodies without delay.

VII. Receipt
Supplied goods must be received by the customer even if they have minor defects; part shipments shall not be permitted.

VIII. Reservation of title
1. Title to the goods shall not be transferred until all our current and future accounts receivable have been paid in full, regardless of the legal principle on which they are based. This shall be the case even if our accounts receivable are included in a current account and the balance has been drawn and acknowledged. Until such time the customer must insure the full shipment of goods against fire, water and storm damage on behalf of the owner.
2. The goods shall be delivered without packaging. Any packaging required for delivery by rail or forwarder shall be invoiced.

3. We shall not accept liability for damages which could have resulted from the following reasons.

IX. Shipment
1. Goods which are reported to be ready for shipment on the agreed date must be the subject of a call order within eight days. Otherwise we shall be 

1. The exclusive place of jurisdiction for all legal disputes, including bills of exchange and cheque processes, shall be Dillingen (Donau).

2. If our products are mixed with or connected to other goods and this results in our title to the reserved title goods being cancelled (§§ 947, 948 of 

1. Installation work shall be carried out on condition that our installation conditions are complied with. Our lump sum price shall only include all the 

1. The goods shall be delivered without packaging. Any packaging required for delivery by rail or forwarder shall be invoiced.

X. Liability for goods defects
We shall accept liability for goods defects including the lack of assured properties, with the exclusion of additional claims as follows:
1. We must refinish or replace free of charge at our discretion and at our choice all goods which are reported as unsuitable or whose usefulness is 

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XII. Installation
1. Installation work shall be carried out on condition that our installation conditions are complied with. Our lump sum price shall only include all the 

1. The customer's right to make claims due to defects shall become statute-barred in all cases in six months starting from the date of delivery, or if the 

1. The goods shall be delivered without packaging. Any packaging required for delivery by rail or forwarder shall be invoiced.

XIII. Customer's right to cancel
1. Orders may only be cancelled on the basis of special agreements.

1. If such compliance is not forthcoming, additional costs (waiting times, hardship and other costs) will have to be charged.

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XI. Sales
Our goods must not be exported directly or indirectly if the statutory regulations prohibit this. Our warranty duty shall be voided if this export ban is 

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XIV. Place of jurisdiction
1. The exclusive place of jurisdiction for all legal disputes, including bills of exchange and cheque processes, shall be Dillingen (Donau).

2. However, we shall also be entitled to sue the customer at a court within its general place of jurisdiction. The laws of the Federal Republic of 

3. A warranty for work carried out by sub-contractors recommended to us by the customer or engaged at the insistence of the cus 

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Buttenwiesen, January 2007