I. General

These General Conditions of Sale and Delivery apply to all contracts with companies, public legal entities, shall be an integral part of the contract of purchase. Conflicting or deviating conditions of the Buyer shall not be effective unless the Seller has expressly accepted them in writing for a particular order.

II. General Terms and Conditions of Sale

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and other details of the offer.
2. The Buyer's orders shall become binding on the Seller upon receipt by the Buyer of the Seller's order acknowledgment (or invoice or delivery note).

III. Remuneration

1. The prices invoiced shall be the Seller's prices effective at the time of delivery.
2. Should the Seller, in the interval between conclusion of the contract and delivery, affect a general price increase, the Buyer shall have the right to withdraw from the contract within two weeks of having been informed thereof, unless the price increase is exclusively due to an increase in wages or other hourly costs.
3. The weight of the goods on which the invoice amount is to be calculated shall be ascertained by the dispatch department of the Seller's plant from which the goods are supplied unless the Buyer requests to be weighed, at his expense, by the railway or postal authorities at the station of dispatch.

IV. Payment

1. Payment shall be due at the time of delivery, unless otherwise agreed.
2. In case of payment delay, the Seller is entitled to hold all open orders without prejudice to any other action. Any such unpaid due-date shown in the invoice entails the additional costs and penalties amounting to one and a half the legal interest rate. These penalties may be claimed as damages immediately.

V. Delivery

1. The Buyer shall not have the right to withhold payments. Countermovements may only be offset if mandate to third parties for the performance of a services provided by the Seller.
2. The Seller reserves the right to use payments for the settlement of the invoices which have already become due.

VI. Force Majeure, Impediments to Performance

1. Should, notwithstanding the preceding paragraph, a fixed period for delivery have been agreed, this period shall be extended by the time the hindrance prevails. If, as a result of the hindrance, supply and/or acceptance is impossible, the hindrance shall be deemed to apply to a default on the part of the Seller, one of his employees or other agents.
2. The Buyer's obligations to pay the contract price does not lose its validity immediately upon discovery. The Buyer shall not be entitled to turn a partial performance to the Seller except with the Seller's agreement in writing.

X. Notification of Defects

1. No claims for compensation may be lodged by the Buyer - including those of a non-contractual nature - for any minor neglect to the Seller's or his employees' or other authorized agent's care which such breach of the contract, his managerial employees or other agents concern a duty that is crucial for the object of the contract.

XI. Buyer's Rights in the event of Defects

1. In the case of defects, the Buyer shall have the right to reduce the purchase price or, if the hindrance continues beyond the due date for performance, to rescind the contract. However, this shall not affect the applicability of compelling statutory liability in the event of the Seller's negligence.

XIII. Applicable Law, Interpretation of Trade Terms, etc.

1. The properties of the goods shall as a general rule only include the properties stated in the contract description, specifications, technical data and similar documents. The delivery shall be made subject to the conditions applicable to the Sale and Delivery. Goods shall remain with the Seller until the property has been transferred to the Buyer. This shall not apply if the Seller has expressly accepted them in writing for a particular order.

XIV. Trademarks

1. The Buyer shall not have the right to refer to the Seller's products when offering or supplying substitute products to third parties or, in price lists or similar business communications, to use the word "substitute" in conjunction with the Buyer's product designations in lieu of the Seller's product designations or in addition to such designations.

XVI. Place of Performance and Jurisdiction of Individual Claims

1. The place of performance shall be the Seller's place of residence. The Buyer shall also be held responsible for all claims which may accrue to him under the insurance policies. No action shall be brought against the Seller before the courts at the Buyer's place of residence.

1. This clause shall have the effect of a power of attorney for the Buyer to instruct the Seller to transfer the Buyer's rights and obligations to a third party. The Buyer's right to assign such claims shall remain effective until the Seller retakes possession of the goods, provided that any of the Buyer's employees or other agents concern a duty that is crucial for the object of the contract.