

General Trading Conditions - Innovac GmbH

The following is a translation of Innovac GmbH's General Trading Conditions. The legally binding text is in the German language and can be downloaded from <http://www.innovac.de/agb.pdf>

I. Validity

1. For business relations between Innovac GmbH and its customers the trading conditions specified below apply and are subordinate to individual agreements. Conditions which deviate from those specified here, in particular purchasing conditions of the buyer, do not become subject-matter of the contract, even if their validity is not expressly denied.
2. For a customer who engages in business relations with Innovac GmbH for the first time, the following applies beyond the business transaction at hand to future transactions, services, offers and contracts, without special reference to these General Trading Conditions or without an express agreement in the future. These conditions are considered to be accepted at the latest with the receipt of goods or services.
3. Deviations from these trading conditions are effective only if confirmed by Innovac GmbH in writing.
4. Special agreements, warranties and contract modifications are effective only after written confirmation. The same applies to agreements with subcontractors.

II. Offers and purchase - confirmation letter

1. Our data in the Internet or in written replies to customer inquiries, with respect in particular to technical data, specifications and condition of the equipment, are not binding and are not offers but only requests for the delivery of an offer.
2. In the case of overlapping confirmation letters with deviating conditions, the conditions specified by the seller (Innovac GmbH) are valid.

III. Payment

1. The prices are—as far as no other agreement is made—ex storage location.
2. Providing that no other agreement is made, purchase object(s) are to be paid for in cash at the latest at the time of pick up.
3. Purchase objects remain the property of Innovac GmbH until complete payment of the purchase price.
4. If a down payment is agreed upon and the balance is not paid by the customer within the agreed-upon time frame, the down payment is forfeited in the case of termination of the contract, as long as the down payment is not more than 10% of the total selling price.
5. If payment by installment is agreed upon and the buyer does not meet payments on time for a reasonable reason, the entire purchase price is immediately due. Number 4 applies accordingly.
6. Without prejudice to the procedures specified above, invoices issued by Innovac GmbH are to be paid within 10 days of receipt.
7. If the buyer does not make payments on time and the grace period has run out, Innovac is entitled to sell the object(s) elsewhere.
8. If the object is to be sold to a third party, Innovac's right to dissolve the contract applies. The same right applies if Innovac itself is to take possession of the object.
9. A set-off against our demands is permissible only with undisputed or validly determined demands.

IV. Delivery and transfer of risk

1. Transfer of risk occurs as soon as the purchase object(s) has been placed at the buyer's disposal at the agreed-upon place of delivery.
2. If the buyer does not remove the object(s) of the purchase in a timely manner, Innovac GmbH is entitled to set a period of grace; if the object(s) is not removed by the buyer within this grace period, Innovac GmbH is entitled to sell the object(s) elsewhere. No. III.7 applies accordingly.
3. If the object(s) of purchase is not removed within the agreed-upon time period, the buyer is responsible for all additional costs.

V. Condition of goods, warranty for defects

1. If not otherwise specified in writing, the object(s) of the purchase are used and are intended to serve only as spare parts.
2. A warranty for the condition or the durability of purchase objects is not accepted. Technical data and specifications are not guaranteed.
3. The seller is not liable for defects. This does not apply if the seller has intentionally concealed the defect or if the defect violates contractual obligation or is based on that obligation.
4. As far as liability for defects does not apply, and a defect has not been concealed and a warranty has not been taken over by the seller, any buyer claims because of defect become time-barred within a year of delivery. Commercial law exclusions remain unaffected.

VI. General limitation of liability

1. For harm to the buyer, which does not involve death, bodily injury or injury to health and is not tangent to a major contract obligation, the seller is liable only for false intention and gross negligence as well as for foreseeable injury.
2. In the above-mentioned limitation of liability also applies to claims for criminal offenses.

VII. Impossibility

In the case of inability to deliver then the general law applies.

VIII. Area of jurisdiction, validity of transaction

1. For all present or future claims related to this business transaction, the exclusive area of jurisdiction is Berlin.
2. If one or more of the afore-mentioned clauses become invalid, the validity of the remaining clauses will remain unaffected.

Updated: February 2004 · Subject to change
Innovac GmbH · Rheinstraße 46 · D-12161 Berlin