

General Terms and Conditions of Business

Stand 11/2007

Preliminary Note

The following Conditions of Delivery and Sale are supplementary to SLT's (Saar Lagertechnik) Standard Conditions of Delivery and Performance and are intended to update the latter to the current legal situation.
Any regulations of the Buyer that diverge from SLT's Conditions are only binding for SLT if expressly confirmed in writing by SLT.

1. Conclusion of Contract

A contract for delivery and performance only comes about when an Order Confirmation in writing has been issued by SLT.

2. Pricing

(1) A price is binding only if confirmed in writing in an Order Confirmation issued by SLT with the reservation that the facts and figures contained in the Order Confirmation remain unchanged. Unless stated otherwise SLT's prices are ex works in Euros plus the legal VAT ruling at the time.

(2) Packing, mail charges, insurance and other transport costs are not included and will be charged in addition.

(3) Changes to the goods made at the Buyer's request after the order has been confirmed will be charged to the Buyer.

(4) Construction drawings, tools, samples and similar preparatory work brought about by the Buyer will be invoiced even if the order is not passed.

3. Delivery Quantities and Delivery Dates

(1) Sub or excessive quantities caused by manufacturing conditions are permissible up to 10% of the quantity ordered.

(2) SLT can make part deliveries.

(3) Delivery times given by SLT refer to the despatch date of the goods. Such times are considered effected if the goods leave the factory at the given date or if the Buyer is informed that the goods are ready to be despatched.

(4) The delivery time does not commence until all technical and commercial details have been clarified. Till this time delivery times are not binding. Delivery times are only binding when they have been confirmed as binding to the Buyer in writing.

(5) If action by the Buyer is necessary for the manufacture of the goods or the execution of despatch then the delivery time commences only when the Buyer has completely carried this action

(6) Should the delivery time be exceeded the Buyer must allow a reasonable period of grace which may not be less than three weeks.

(7) Should the delivery time including the reasonable period of grace not be kept then SLT can only be held responsible for the invoice value of the goods which were not delivered on time up to a maximum of the extent of negative interest..

(8) Acts of God, industrial actions and similar unforeseeable circumstances beyond the control of SLT absolve SLT from adhering to the delivery time for the duration of the interruption. In such cases the Buyer is not entitled to cancel the contract or to claim compensation.

4. Warrantee

(1) The warrantee for new goods is two years and for used or modified goods one year. Should the Buyer be a contractor, a public law corporation or a public law corporation with special government funding then the warrantee period is one year.

(2) The Buyer must examine the goods for flaws without delay on reception. Obvious flaws must be notified in writing to SLT immediately but at the latest within one week after reception. Should obvious flaws not be notified or not notified in time or not notified in the proper form then the warrantee is no longer applicable to those goods.

(3) Other flaws must be notified to SLT with one week of being recognised.

(4) SLT can only be held responsible for claims made in advertising or errors in Instructions for Use to buyers who are end users.

(5) Insignificant errors which affect neither the value nor the suitability nor the operation of the plant are excluded from the warrantee.

(6) SLT is entitled to redress faults at their own discretion. This means that SLT decides whether a fault should be corrected or a new part delivered. Should redress fail then SLT is entitled to make a further attempt. Even in the event of repeated redress the company shall decide between new delivery and correction.

(7) Only after repeated redress has failed is the Buyer entitled to withdraw from the contract and/or to claim compensation for damages. The right to compensation is only justified if SLT are guilty of gross negligence or intent. Compensation is in any event limited to the extent of negative interest. Compensation for consequential damages caused by defect is excluded insofar as intent cannot be shown.

5. Violation of Duty

(1) SLT can only be held liable for violation of duty in cases of gross negligence or intentional violation.

(2) SLT are not liable for violations of duty resulting from performance caused by drawings approved by the Buyer, printed matter or samples which have been released by the Buyer for use during manufacture. SLT is not reliable for the constructional form or accuracy of reproduced matter e.g. samples, patterns, drawings, etc. It is however SLT's duty to inform the Buyer without delay if it is technically impossible to reproduce such matter insofar as this is apparent.

(3) In particular liability for injury to third parties caused by performance based on the Buyer's samples, patterns, drawings, etc is excluded. It is not the duty of SLT to check the property rights of third parties.

6. Conditions of Payment

(1) Unless otherwise agreed all invoices from SLT are payable immediately and in full.

(2) In the event of delayed payment SLT is entitled to claim interest at 5% above the basic bank rate of the German Federal Bank and 8% above the basic bank rate of the German Federal Bank if the Buyer is not an end user whereby proof of higher damages caused by delay in payment is possible at any time.

(3) Bills of exchange will not be accepted and cheques will only be accepted against a credit note.

(4) If the Buyer is in arrears with payment then SLT is free to refuse to continue completion of the order. If payment is grossly endangered then SLT is entitled to demand payment in advance or sufficient security. Should the Buyer refuse to pay in advance or provide security then SLT can cancel the order and claim damages.

(5) Notwithstanding Buyer's provisions to the contrary, payments received will be taken to settle costs, accrued interest and finally the main claim in that order. In the case of several claims the oldest will be settled first.

7. Retention of Title

(1) Goods delivered remain the property of SLT until full payment of all outstanding claims by SLT on the Buyer at the date of invoice has been made.

(2) Should the goods in lien have been modified or processed SLT is entitled to co-ownership to the value of the goods before modification or processing. Sale of the goods in lien is only permissible in keeping with the Buyer's normal business. Should the Buyer sell the goods in lien, his claims on the acquirer are transferred to SLT at the moment of sale. The Buyer must compel the acquirer to carry out his payment obligations resulting from the onward sale directly to SLT. Exceptions hereto require the prior agreement in writing between SLT and the Buyer.

(3) Every other disposition over the goods in lien is not permitted, in particular transferring the goods as security or pledging the goods as collateral.

(4) Should the Buyer's assets be the subject of compulsory enforcement and should the goods in lien be affected then SLT must be informed in writing immediately with all necessary information (enforcing agency, file reference) if need be attaching the enforcing documents.

(5) Objects which SLT have made available for the Buyer but which do not form part of the contractual performance (e.g. sketches, construction drawings, tools, etc) remain the property of SLT.

8. Place of Performance and Court of Jurisdiction

(1) Place of Performance is the registered office of Saar Lagertechnik GmbH.

(2) Insofar as the Buyer is a contractor, a public law corporation or a public law corporation with special government funding the place of performance is the registered office of Saar Lagertechnik GmbH.

Final Provisions

The invalidity of any clause shall not affect the validity of the remaining clauses. The invalid clause is considered to be replaced by a commercially equivalent clause. All statements concerning the validity of the contractual relationship must be in writing. A change in the stipulation that this shall be in writing is in turn also required in writing. Furthermore, read the latest version of the SLT Conditions of Installation.