

General business terms and conditions

for: FuMA-Tech GmbH, Am Grubenstollen 11, D-66386 St. Ingbert, Germany

1. Extent of validity

The specific version of the following general business terms and conditions, valid at the time of ordering, apply to the business connection between FuMA-Tech GmbH and the buyer. Any other conditions, not included herein, should be made in writing and should receive the explicit approval of both parties. Moreover, the individually valid texts of law shall apply (BGB, HGB etc.).

2. Right of withdrawal

The buyer's order is considered as an offer. By supplying the goods, FuMA-Tech GmbH shows acceptance of this offer and a sales contract in accordance with section 433 of the BGB comes into effect. FuMA-Tech GmbH is not obliged to accept orders. FuMA-Tech GmbH accepts no liability for mistakes in writing, misprints or miscalculations or any other errors and has the right to withdraw at any time. FuMA-Tech GmbH also has the right to withdraw from the sales contract if the buyer makes false statements regarding his person, if the buyer deals with the object of purchase in breach of contract or if the buyer ceases payment, initiates insolvency proceedings for his assets or if an application is made for insolvency proceedings or such proceedings are executed against him without success.

Buyers can cancel their order either by letter, fax or e-mail within two weeks of receiving the offer information from FuMA-Tech GmbH and without stating any reasons. The term of notice for withdrawal is determined by the dispatch, in good time, of the withdrawal notification. Notification of withdrawal should be sent to:

FuMA-Tech GmbH, Am Grubenstollen 11, D-66386 St. Ingbert, Germany

Tel: 0049 (0) 6894 92 65-0, Fax: 0049 (0) 6894 92 65-99
e-mail: info@fumatech.de

Should a withdrawal notification become effective, the contract is then invalid and any goods, services or payments made shall be returned to the original owner.

3. Delivery/forwarding costs

In general, (and provided that there are no other agreements), orders will be delivered by DPD or TNT, FuMA-Tech GmbH ex works to the address specified by the buyer. Details of changes to the delivery address should be made immediately. The buyer assumes responsibility for the order as soon as it leaves the premises of FuMA-Tech GmbH (this also applies to partial deliveries). FuMA-Tech GmbH will take due care to ensure that the goods are adequately insured. Details concerning delivery periods are non-binding.

Forwarding costs are calculated depending on destination and weight:

	up to 5 kg	up to 10 kg	up to 20 kg
Germany	15€	25€	35€
Europe	25€	35€	50€
Worldwide	50€	75€	125€

Express delivery on request.

Costs, varying from the above, will be charged for heavy and/or bulky goods. In such cases, FuMA-Tech GmbH will contact the buyer prior to dispatch to receive his consent. Forwarding costs for deliveries abroad will be calculated separately. FuMA-Tech GmbH is readily willing to provide information on forwarding costs at any time. Please phone: 0049 (0) 6894 92 65-0 or send an e-mail.

4. Warranty for defects and liability

FuMA-Tech GmbH shall assume liability for any defects in that FuMA-Tech, of their own choice, shall either repair, re-deliver or re-supply any of those components or services which have become unusable or whose usability has been considerably impaired, within the scope of the warranty requirements, either legal or those agreed on and as a result of circumstances occurring prior to the passing of risk or for which FuMA-Tech GmbH are responsible.

FuMA-Tech GmbH has to be informed immediately once the existence of such defects has been established.

The buyer shall grant FuMA-Tech GmbH an appropriate period of time and the opportunity to fulfil their obligations. Should FuMA-Tech GmbH allow this appropriate period of time to elapse without correcting the defects or refuse to fulfil this obligation without justifiable reason, the buyer then has the right, of his own choice, to withdraw from the contract or to reduce the contractual amount of payment. Exempt from warranty and liability requirements are those damages occurring from natural wear and tear as well as those damages which, after the passing of risk, arise from incorrect or negligent handling, excessive stress or unsuitable equipment.

Provided that no further issues arise in the following, no other claims, regardless of the legal grounds, can be made by the buyer. FuMA-Tech GmbH shall not assume liability for damages occurring other than those on the article of sale. In particular, FuMA-Tech GmbH shall not assume liability for loss in profits or for other damages to the assets of the buyer. Insofar as the liability requirements for FuMA-Tech GmbH have been ruled out or restricted, then this also applies to the personal liability of employees, representatives and assistants. Furthermore, FuMA-Tech GmbH shall not be made liable for any damages caused by intent or gross negligence. Any other issues shall be subject to current laws.

5. Payment dates and payment; Delays

Prices are based on individual offers or confirmation of orders. Notwithstanding this, we reserve the right to change our prices accordingly if, following the conclusion of the contract, there is an increase or decrease in costs particularly due to changes in the price of materials. Evidence of this shall be provided to the buyer on request. FuMA-Tech's prices are ex works provided that no other agreement or confirmation has been made. Packaging and forwarding costs, customs fees and value added tax are determined separately. Deduction of discount has to be agreed in writing. Provided that no other agreement has been reached on the order confirmation, the purchase price shall be paid, without any deductions, within 30 days from the invoice date. Should the buyer delay the payment, then FuMA-Tech has the right to demand interest on late payments at 4% above the base lending rate specified by the European Central Bank. If FuMA-Tech can prove that greater damage has been incurred due to delay of payment, the FuMA-Tech has the right to claim this. Otherwise, the legal regulations governing the consequences arising from delayed payments shall apply.

6. Retention of title

The goods supplied shall remain the property of FuMA-Tech until the buyer has settled all outstanding demands.

7. Laws and Court of Jurisdiction

German Law shall apply. The sole court of jurisdiction for all claims resulting from any business connection is St. Ingbert.

Should you have any questions regarding our general business terms and conditions, please send us an e-mail or call us at 0049 (0) 6894 9265-0.

8. Data protection

Personal information

We will deal with any personal information, which a buyer provides on placing the order, with the greatest care. This information shall only be used to process orders.

St. Ingbert, Dezember 2005