

General Terms of Delivery and Payment of WEBO GmbH (WEBO)

I. Scope of Application

1. Our General Terms of Delivery and Payment apply exclusively; we shall not recognize any Purchaser's terms and conditions to the contrary or divergent terms, unless we expressly had agreed in writing to the validity of such terms and conditions. Our General Terms of Delivery and Payment shall also apply in those cases where we effect the delivery to Purchaser without any reservation, being aware that Purchaser has terms and conditions to the contrary or divergent terms and conditions.
2. These General Terms of Delivery and Payment shall also apply to all orders placed with WEBO in future, regardless of whether WEBO expressly refers to such terms in each individual case or not.
3. Our General Terms of Delivery and Payment only apply to entrepreneurs within the meaning of § 310 I of the German Civil Code (BGB).

II. Offer and Conclusion of Contract

1. Offers are always made without engagement. All offers are based on the General Terms of Delivery and Payment of WEBO.
2. To be legally effective, orders shall require written confirmation the content of which is decisive for the contractual relationship. To be legally effective, ancillary agreements shall require written form and shall be confirmed in writing by WEBO. Silence with respect to our General Terms of Delivery and Payment shall be considered as approval in case of order award.
3. We reserve any property rights and copyrights in respect of figures, drawings, cost estimates, design documents, models, templates, as well as other quotation documents and CA data. This shall also apply to those written documents designated „confidential“. Prior to transmittal to any third parties, Purchaser shall require our express written consent.

III. Price

1. Unless otherwise stated in the order confirmation, our prices are "ex factory" in Euro plus legal value-added tax as applicable at the time of delivery.
2. In addition to the agreed tooling, the price includes the design documents prepared by WEBO, including a parts list, in 1 (one) copy suitable for copying.
3. The cost of freight, packing, loading, dispatch and other accessory charges are not included in the price and will be invoiced additionally. The packaging will be charged to Purchaser at cost price.
4. The following items are not contained in the price and shall be agreed separately:
 - Supplies of technological aids, such as CAD data, templates, models, NC programs, auxiliary tools, gauges etc. made by WEBO
 - Provisionally manufactured preproduction parts.
 - Testing of tools on tryout presses available at WEBO's end.
 - Initial samples straight from the tool including initial sample test report.
 - Wearing and spare parts.
 - Active part coating.
 - Assembly and installation services at on-site machine at Purchaser's end.
 - Handing over of tools at Purchaser's end.

IV. Payments

1. Unless otherwise agreed, payments shall be due and payable as follows:
 - Contract values of up to EUR 50,000.00 net: within 30 days as from date of invoice, without deduction.
 - Contract values of more than EUR 50,000.00 net:

30%	after order confirmation by WEBO GmbH
30%	after completion of construction
30%	after tool pre-acceptance in Amtzell
10%	after release, at the latest 60 days after tool delivery

The stated terms of payment are valid exclusively for the main order.
Any costs incurred for changes are to be paid immediately after execution.
Individual payment steps can be invoiced as partial sales in coordination with the payment steps.
Payable within 30 days after invoice date without deductions.
This also applies to invoice orders for partial deliveries.

2. Payment orders and bills of exchange shall be accepted upon special written agreement only. If WEBO accepts payment orders, bills of exchange or cheques, such acceptance takes always place on account of performance and is subject to actual credit entry.
Any discount charges and any court and out-of-court costs associated with the collection of the amounts of bills of exchange and cheques shall be borne by Purchaser.
3. The deduction of discount shall require a special written agreement. Any discount granted by WEBO shall become null and void if Purchaser is in default of any payment of any earlier deliveries or services.
4. If any terms of payment are exceeded, WEBO shall be entitled to claim default interests in the amount of 8 % above the base interest rate, after reminder, having the possibility of proving at any time that the damage caused by the delay is actually higher.
5. If Purchaser is in default of payment, WEBO shall be free to reject the further performance of the contract. As for the rest, the legal rules concerning the consequences of the delay of payment shall apply.
6. WEBO shall be entitled at any time, especially in case of doubt as to Purchaser's ability or readiness to pay, to demand security for its claims for payment. If Purchaser refuses to provide security, WEBO shall be entitled to withdraw from the contract and claim damages.
7. All claims WEBO has against Purchaser, regardless of the legal relationship they are resulting from, shall be due and payable with immediate effect if Purchaser gets into arrears or if there are facts entitling WEBO to withdraw by virtue of legal or contractual provisions.
8. Any retention of payment or any offsetting on account of any counterclaims of Purchaser, if any, shall be excluded, with the exception of any undisputed or non-appealable claims.
9. Notwithstanding any differently worded provisions of Purchaser, any payment received shall first pay off the costs, then interest, and finally the principal claim; if there are several claims, the respective previous claims shall be paid off first.

V. Deliveries

1. Unless agreed otherwise, all deliveries shall be ex factory. WEBO shall be entitled to carry out partial shipments. All consignments shall be at Purchaser's risk; insurances will be concluded only at Purchaser's express request and expense. Transport packing and any other packing according to the Packaging Ordinance will not be taken back. Purchaser shall be obliged to provide for disposal at his own expense.
2. If a fixed time of delivery is agreed upon, such fixed time of delivery shall start at the date of the dispatch of WEBO's written order confirmation, provided that all technical and commercial details are clarified. The times of delivery indicated by WEBO shall be the dates of dispatch; they shall be considered as complied with if the tools are leaving the factory at that point of time or if Purchaser is informed about our readiness to dispatch.
3. A prerequisite for the observation of the delivery period is the appropriate fulfilment of Purchaser's obligation to cooperate, such as:
 - On-schedule provision of the latest device component drawings and press-related documents, any available design directives, any required transparency drawing as agreed upon, models and other manufacturing aids. Purchaser shall be fully responsible for their correctness and up-to-dateness. Any additional expenditure in the use of such aids on account of rework shall be for Purchaser's account.
 - On-schedule delivery without costs of testing material in a quality as stipulated under the contract.
 - Immediate elimination of ambiguities arising in the course of the processing of the order, in so far as they are under Purchaser's responsibility.

4. Any cases of force majeure, plant interruptions and similar unforeseeable circumstances for which WEBO is not responsible shall release WEBO from the observation of delivery periods for the duration of such plant interruption. In such cases, Purchaser shall in particular not be entitled to withdraw from the contract and/or to claim damages.

VI. Execution of Tools

1. WEBO fully guarantees a sound and clean workmanship of the tools.
2. The tools shall be manufactured in accordance with the agreed specification and the state of the art.
3. Any prerequisites for any active part coating operations, such as:
 - selection of materials,
 - heat treatment,
 - surface roughnessesshall be agreed separately.
4. Any special equipment for automation, such as:
 - electronic monitoring facilities,
 - centralized lubrication inside the tool,
 - pneumatic facilities,
 - conveyor belts etc.shall be agreed separately.

VII. Acceptance and Handing Over of Tools

1. If agreed, the tools shall be tested by WEBO prior to delivery. Straight-from-the-tool samples, an initial sample test report and the acceptance certificates shall be forwarded to Purchaser for appraisal. Unless Purchaser raises any objections within 10 days as from receipt, the components shall be considered as released.
2. Any acceptance and handing over of tools required by Purchaser or expressly agreed upon shall take place in due course at WEBO's end, prior to dispatch. The costs incurred in this connection shall be borne by Purchaser.
3. Any acceptance and handing over of tools at Purchaser's end shall be agreed upon separately.

VIII. Retention of Ownership

1. The tools delivered shall remain in WEBO's ownership until all WEBO claims against Purchaser as per date of invoice have been fully paid.
2. In case of processing or working any goods under reservation of title, WEBO shall be entitled to (co-) ownership of the matter thus produced, to the value of the condition of the goods under reservation of title prior to processing or working. Any sale of any goods under reservation of title shall be admissible in the ordinary course of Purchaser's business only. If Purchaser resells any goods under reservation of title, he shall assign the claim against the acquirer to WEBO at the time of sale. Purchaser shall put the acquirer under the obligation to effect payment under the obligation to pay resulting from the resale, directly to WEBO. Any exception to this rule shall require a prior written agreement between WEBO and Purchaser.
3. As for the rest, any disposition of any goods under reservation of title, in particular transfer by way of security or pledging, shall be inadmissible.
4. If there is any judicial execution upon Purchaser's property, and if any goods under reservation of title are concerned by such judicial execution, WEBO shall be informed immediately in writing, stating all details required (enforcement authority, reference number) and attaching any enforcement records, if any.
5. Any matter which WEBO has put at Purchaser's disposal and which is not part of the work performance properly speaking (e.g., draft designs, engineering construction drawings etc.) shall remain in WEBO's ownership.

IX. Warranty Provisions

1. Any Purchaser's claims based on defects presuppose that Purchaser has properly and fully complied with his obligations to examine and notify defect according to § 377 of the German Commercial Code (HGB). Any notification of defect shall in any case be made in writing.
2. Liability for defects exclusively comprises those defects for which WEBO is responsible and which occur in use under normal operation. WEBO shall not be liable for any damage occurring under normal wear, improper handling or repair by Purchaser or any third parties.
3. In so far as there is any defect, WEBO shall be entitled either to subsequent performance in the form of elimination of the defect or to delivering a new item free of defects, at its own discretion. If subsequent performance fails, WEBO shall be entitled to repeated subsequent performance.
4. WEBO shall be liable according to legal provision, to the extent that Purchaser claims damages based on intent or gross negligence, including intent or gross negligence of agents or servants of WEBO. Unless there is any deliberate breach of contract by WEBO, liability for damages shall be limited to the foreseeable damage arising in a typical case. Claims for damages in connection with consequential harm caused by any defect shall be excluded, unless based on intent.
5. WEBO shall be liable according to legal provisions in case any essential contractual obligations have been violated. In such case, liability for damages shall also be limited to the foreseeable damage arising in a typical case.
6. Liability for any culpable harm to life and limb and health shall not be prejudiced hereby; the same applies to obligatory liability under the Product Liability Act.
7. Unless otherwise stipulated above, liability shall be excluded.
8. The warranty period for claims based on defects shall be 1 (one) year, as from the passing of the risk.

X. Total Liability

1. Any further liability for damages other than provided for under IX. shall be excluded – regardless of the legal nature of the claim asserted. This applies in particular to claims for damages based on fault at the conclusion of the contract, claims for damages on account of other breaches of duty or on account of delictual claims for replacement of damage to property according to § 823 of the German Civil Code (BGB).
2. In so far as liability for damages is excluded or restricted, such exclusion or restriction shall also apply to the personal liability for damages of WEBO's office workers, employees, associates, agents, and servants.

XI. Place of Performance and Place of Jurisdiction

For any disputes arising directly or indirectly from the contractual relationship, the place of performance of deliveries and payments and the place of jurisdiction shall be

D-88214 Ravensburg

including for any legal proceedings related to bills of exchange and cheques, or, at WEBO's discretion, any other Local Court.

XII. General Provisions

1. All contracts, legal business and legal acts shall be exclusively based on German law, even if Purchaser has his residence or registered business place abroad. The applicability of the UN Sales Convention (CISG) shall be expressly excluded. Instead, the German national civil law and commercial law shall apply.
2. If any individual stipulations of these General Terms of Delivery and Payment are null and void, especially on account of any changed legal provisions, the remaining provisions of these Terms shall remain unaffected hereby. The contracting parties undertake to replace the invalid provisions by agreeing upon such valid provisions that take into account the economic purpose of the invalid provisions in a legally valid manner.
3. All declarations affecting the validity of the contractual relationship shall be made in writing. Any modification of the written form requirement shall also be made in writing.

