

General terms of business of the company THOME Präzision GmbH

1. Offers

Our offers, also on the part of our representatives, are without obligation. The written order confirmation is obliging. Supplements, changes or verbal additional agreements need to her effectiveness of the written confirmation. The documents belonging to the offer, pictures Drawings, Declarations of weight and Measurements are authoritative only roughly, as far as they are not called expressly obliging. In quotations, drawings and other documents the THOME Präzision GmbH reserves itself property rights and copyrights; they may be made to third not accessible.

2. Price and payment

a. Basically the agreed prices get on not free ex works; cargo, postage, duty, assembly and packaging pays the customer just as a desired transport, theft and pilferage or other insurance. The packaging is calculated to the respective cost of sales. From this divergent arrangements need the written form. For the prices the value added tax comes by the respective legal height.

b. In the absence of special arrangements the payment is to be made cash freely cashier's office of the THOME Präzision GmbH namely: 30% payment in advance after receiving the order confirmation within 14 days, 70 % payment in advance 20 days before the estimated shipping date.

3. Delivery time

a. Delivery dates, achievement terms and appointments are valid only roughly, unless they are agreed in particular cases expressly and in writing as obliging.

b. If terms of delivery are agreed obligingly, they begin with sending the order confirmation, however, not before adduction of the documents to be procured by the customer, approvals, releases as well as before entrance of the agreed deposit.

c. An agreed delivery time is kept if up to her expiry the object of delivery has left the work or the dispatch readiness is informed.

d. An agreed term of delivery is extended appropriately with measures within the scope of labour disputes, in particular strike and lockout as well as by the entry of unforeseen obstacles which lie beyond the will of the THOME Präzision GmbH, as far as such obstacles are as can be proved on the completion or delivery of the object of delivery of considerable influence. This is also valid if the circumstances enter with undersuppliers. The precalled circumstances are also not to be represented by the THOME Präzision GmbH if they originate during an already being delay. Beginning and end of such obstacles will inform in important cases of the THOME Präzision GmbH the customer as soon as possible.

e. In case of the delay the customer is entitled to the exclusion of other claims to demand a delay damage. He amounts for every full week of the delay to 0.2%, on the whole, however, at most 3% of the value of that part of the whole delivery which cannot be used as a result of the delay on time or vertragsgemäß.

following Becoming the dispatch by request of the customer delays, become to him, beginning one month after announcement of the dispatch readiness which calculates, at least nevertheless, 0.5% of the invoice amount for every month by the storage to originating costs. Nevertheless, the THOME Präzision GmbH is entitled to dispose after settlement and futile course of an adequate term otherwise of the object of delivery and to supply the customer with appropriately extended term.

g. The observance of the term of delivery puts the fulfilment of the contract to duties of the customer ahead.

4. Retention of title

a. The THOME Präzision GmbH reserves itself the property in the object of delivery up to the entrance of all payments from the supply agreement. The retention of title remains also exist for all demands which are entitled to the THOME Präzision GmbH from running business connections to the customer.

b. Only customers with suitable industrial concerns are entitled to the wide disposal or subsequent treatment of the product within the scope of her proper business concern. By now the customers resign to us everybody to them from the wide disposal and the business relations to her buyers in connection with the wide disposal to being entitled demands with subsidiary rights for the protection of our claims. The retention of title remains also effective if the object of delivery processes, is mixed or is connected; the THOME Präzision GmbH becomes the fraction owner in the products anew resulted by mixture.

Other orders about the object of delivery are prohibited the customer. Anyhow the customers are entitled to the move of the demands resigned to us and are obliged, as long as we do not revoke this authorisation. However, by request the customers must immediately inform us to whom they have disposed of the product and which demands are entitled to them from the disposal.

c. If the customer comes to default or injures he his obligations from the retention of title, can use the THOME Präzision GmbH the purchase object herausverlangen and after written announcement with adequate term under charge of the utilisation proceed for the purchase price freehand.

5. Danger crossing and acceptance

a. The danger goes over at the latest in sending the parts of delivery on the customer, namely also if part deliveries occur or the THOME Präzision GmbH still other achievements, e.g., the sending costs or transportation and installation has taken over.

b. If the dispatch is delayed as a result of circumstances which the customer has to represent, the danger of the day of the dispatch readiness on the customer goes over; however, the THOME Präzision GmbH is obliged to cause the assurances if requested and costs of the customer this required.

c. Part deliveries are allowed.

6. Liability for defects of the delivery

The THOME Präzision GmbH sticks for the defects of the delivery to which also the absence of expressly assured qualities belongs to the exclusion of other claims regardless of segment 9.d. as follows:

a. All those parts are to be mended free of charge at reasonable discretion of being defeated choice of the THOME Präzision GmbH or to deliver anew, which to itself within 6 months (with Mehrschichtbetrieb within 3 months) since introduction as a result of a fact lying before the danger crossing - in particular because of faulty design, bad building materials or defective implementation - when do not put outside uselessly or in her usefulness as unimportant affected. The statement of such defects is to be announced to the THOME Präzision GmbH immediately in writing. Substituted parts become a property of the THOME Präzision GmbH. If the dispatch, the installation or the introduction are delayed without fault of the THOME Präzision GmbH, the liability goes out at the latest 12 months after danger crossing.

For essential foreign products the liability of the THOME Präzision GmbH limits itself to the cession of the liability claims which you are entitled against the supplier of the foreign product.

b. The right of the customer to assert claims from defects comes under the statute of limitations in all cases from the time of the timely rebuke in 6 months, at the earliest, nevertheless, with expiry of the guarantee term.

c. No guarantee is taken over for the damages which have originated from postfol. → to gen den reasons:

Inexpedient or improper use, faulty assembly or initial start-up by the customer or third, natural From → use, faulty or negligent treatment, inexpedient company means, exchange materials, defective edge and interfaces terms, chemical, electro-chemical or electric influence, provided that they are not due to a fault of the THOME Präzision GmbH.

d. To the given name of all of the THOME Präzision GmbH after any judgement inevitably to appearing repairs and spare deliveries the customer has to give the necessary time and opportunity after notification with the THOME Präzision GmbH, otherwise the THOME Präzision GmbH is released from the liability for defects. Only in urgent cases of the danger of the operational safety and to the defence of unreasonably big damages and the THOME Präzision GmbH is to be informed immediately, or if the THOME Präzision GmbH is with the removal of the lack in delay the customer has to let remove the right the lack or by third and to require substitute of the necessary costs from the supplier.

e. From by the repair or spare delivery originate to the immediate costs carries the THOME Präzision GmbH - in so far as as itself the objection puts outside as entitled - which costs of the spare part including the dispatch as well as the adequate costs of the removal and installation, further, if this can be required for situation of the isolated case rightly, the costs of the possibly necessary Gestellung of his assemblers and assistants., For the rest, the customer bears the costs.

following for the spare part and the repair amounts to the Gewährleistungsfrist 3 months. She runs at least up to the expiry of the original guarantee term for the object of delivery.

The term for the liability for defects in the object of delivery is extended by the duration of the business interruption caused by the repair works.

g. By possibly on the part of the customer or third improperly without previous approval of the THOME Präzision GmbH made changes or repair works the liability for the results originating from it is lifted.

h. Other claims of the customer, in particular a claim to substitute of the damages which have not originated in the object of delivery themselves are excluded.

This disclaimer of liability is not valid with intention or coarse carelessness of the owner or leading employees. He is not valid also with the absence of qualities them are expressly assured if the assurance has just aimed to secure the customer against the damages which have not originated in the object of delivery themselves.

7. Liability for accessory obligations

If the delivered object of the customer as a result of omitted or faulty implementation from before or after completion of the contract to recumbent proposals and consultations as well as other contractual Nebenverpflichtungen - in particular instructions for service and servicing of the object of delivery - vertragsgemäß cannot be used by fault of the THOME Präzision GmbH, the regulations of the segment 6. and 9. are valid to the exclusion of other claims of the customer accordingly.

8. Surely of the customer on resignation and other liability of the THOME Präzision GmbH

a. The customer can withdraw from the contract if the whole achievement becomes finally impossible for the supplier before danger crossing. The same is valid with incapacity of the supplier. The customer can also withdraw from the contract if with an order of objects of the same kind the implementation of a part of the delivery becomes impossible after the number and he has a legitimate interest in the refusal of a part delivery; if this is not the case, the customer can diminish the consideration accordingly.

b. If achievement delay is given for the purposes of the segment 3., and the customer grants an adequate extension with the explicit explanation to the supplier located in delay that he rejects the acceptance of the achievement at the end of this term, and the extension is not kept, the customer is entitled to the resignation.

c. If the impossibility enters during the acceptance delay or by fault of the customer, this remains to the consideration obliged.

d. The customer has further a right to rescind if the supplier allows to spread an adequate extension put to him for the repair or spare delivery with regard to a lack to be represented by him for the purposes of the terms of delivery by his fault futilely. The right to rescind of the customer exists from in other cases of the Fehlschlagens of the repair or Ersatzlieferung by the supplier.

e. All the other further claims of the customer, in particular on change, notice or decrease as well as on substitute are excluded from damages of some kind namely also from such damages which have not originated in the object of delivery themselves.

This disclaimer of liability is not valid with intention or coarse carelessness of the owner or leading employees. He is also not valid with the absence of qualities which are expressly assured if the assurance has just aimed at the customer against damages which have not originated in the object of delivery themselves to secure.

following step of the customers of the bill of sale back, so the following expense allowances are to be paid to the THOME Präzision GmbH: 30% of the order sum with all standard products of the THOME Präzision GmbH.

80% of the order sum with all Sonderanfertigungen of the THOME Präzision GmbH.

9. Surely of the THOME Präzision GmbH on resignation

For the case of unforeseen events for the purposes of the segment 3.d. of these general terms of business, provided that they change the commercial relevance or the contents of the achievement considerably or have an effect on the company of the THOME Präzision GmbH considerably, and for the case afterwards of turning out impossibility of the implementation the contract is adapted appropriately. As far as this is not defensible economically, stands to the THOME Präzision GmbH the right to withdraw too all or part from the contract.

Compensation claims of the customer because of such a resignation do not exist. If wants to make the THOME Präzision GmbH of the right to rescind use, she has to inform of this after knowledge of the range of the event immediately the customer, namely also if first with the customer a lengthening of the term of delivery was agreed.

10. E-mail

E-mails serve with the THOME Präzision GmbH of the quick communication. They carry no signatures and can be changed by third. Obliging arrangements are dispatched with the THOME Präzision GmbH as a letter, scanned letter or fax and carry signatures according to the signature regulation applying with the THOME Präzision GmbH.

11. Place of fulfilment, legal venue

a. Place of fulfilment for all deliveries and payments is of the companies to sit.

b. With all disputes arising from the contractual relationship Darmstadt/Germany is agreed if the customer is an independent commercial agent, a legal entity of the public right or a public law special property as a legal venue.

12. Other

a. Divergent terms of business of the customer are non-binding for the THOME Präzision GmbH even if these is not expressly contradicted.

b. The language of communication is German. It is worth the right of the Federal Republic of Germany.

c. Should one of the preceding conditions be ineffective, the remaining regulations are not touched from this. The contracting partners have to substitute for an ineffective regulation with an allowed regulation which comes to the sense and the meaning most near the ineffective regulation.