

GENERAL DELIVERY, REPAIR AND PAYMENT CONDITIONS

1. General

All legal transactions with customers are exclusively subject to these general terms and conditions. Any regulations to the contrary will not be recognized by us. They shall not be binding on us even if not expressly objected to.

2. Quotations

The documents (pictures, drawings, declarations of weight and dimensions) supporting our quotations shall be deemed to be approximative only unless expressly referred to as being binding. Our quotations shall be without engagement.

Estimates of costs or duration of any work to be done shall not be binding unless expressly referred to as being binding.

3. Delivery, acceptance

Our deliveries shall be Ex Works. The risk shall pass to the carrier upon delivery of the consignment to him. An insurance for the consignment shall be taken out at the customer's request and against a refund of the costs.

Partial shipments by us shall be allowed.

4. Prices, payment

Our prices are to be understood "EXW" (INCOTERMS 2010), however, without packing. The legal turnover tax shall be added. Validity is the currency of Germany.

Spare parts and services shall be due for payment within ten days net.

The minimum order value of EUR 15.00 shall be charged for spare parts supplies.

The minimum charge for service visits is 60 minutes.

Set-off against our receivables shall be admissible for such claims only which are not contested by us or were finally established.

The same shall apply to the assertion of a right of retention.

5. Delivery time

Our delivery times shall commence upon the dispatch of our order confirmation, however, not prior to the removal of any delivery obstacles at the customer's end.

Within the delivery time, we shall owe delivery of the goods to the carrier.

If for any reasons for which the customer is to be held responsible, shipment is delayed, we shall charge in addition to the legal interest beginning one month after the advice of dispatch readiness storage cost in the amount of

Machine BOY XS:	EUR 15.00
Machine BOY 22/25:	EUR 15.00
Machine BOY 35:	EUR 20.00
Machine BOY 50/55/60:	EUR 25.00
Machine BOY 80/90/100/125:	EUR 30.00

per week or fraction thereof plus VAT.

6. Retention of title

The goods supplied shall remain our property until all receivables resulting from the business relations have been discharged. The transfer of individual claims to a current account or the set-off of accounts payable against accounts receivable and the respective recognition shall not cancel the right of retention.

The customer defaulting on payment, we shall be entitled, following a demand for payment, to recover possession of the conditional commodity which the customer shall be committed to surrender. A withdrawal from the contract is not explained with the redemption of the goods.

The conditional commodity being resold, the customer shall already now assign the claims resulting from the resale in the amount of the value of the conditional commodity with all secondary rights and ranking before the rest. We shall accept the assignment.

The customer shall be entitled and authorized to resell the conditional commodity only in the ordinary due course of business and only subject to the proviso that the claims resulting from the resale actually pass over. The customer shall not be entitled to any other dispositions regarding the conditional commodity, especially pledge or chattel mortgage. The customer shall immediately advise us of any third-party executions on the conditional commodity or the claims assigned.

Dr. Boy GmbH & Co. KG

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7. Warranty

The obligation under Article 377 HGB (German Commercial Code) shall apply subject to the proviso that the customer, within ten working days after delivery, shall notify in writing any recognizable defects, shortages or deliveries of merchandise other than stipulated.

In case of defects, we shall render additional performance. The additional performance failing, the customer shall at his option be entitled to reduce the purchase price or to withdraw from the contract.

We warrant our supplies for a period of two years for machines and one year for spare parts from delivery of the goods or acceptance of the performance to the extent as the customer is an entrepreneur.

In case the delivered goods will be transferred to a different location as the original the customer has to carry the additional cost caused by the transfer in case of warranty.

The customer is aware of the fact that software cannot be produced completely free from defects. The customer agrees that any defects which cannot be avoided even when using due care and diligence are no deficiency of the software.

Our warranty shall not apply to misuse by the customer.

In case of deliveries outside the Federal Republic of Germany, our warranty shall be limited to providing the spare parts ex works free of charge.

In case used commodities are delivered to entrepreneurs, our warranty shall be limited to the remedy of defects which are detected within three months after delivery of the goods or, at our option, to substitute deliveries.

8. Repairs

For the performance of repairs at the customer's factory, assistance by the customer's personnel or other auxiliary means shall be provided at the request of the service engineer free of charge.

Our service engineers are not entitled to make any legally binding declarations or promises of whatever kind.

Any repair work when completed shall be receipted by the customer.

9. Return of spare parts

The return of goods shall be allowed within four weeks after receipt provided the article concerned is in a proper condition which must be confirmed by our goods received control department.

The return of goods under spare parts supplies can be accepted and credited by us only with our previous consent. Any taking back shall on principle be allowed only with a minimum total value of EUR 25.00 of the goods returned. In case of spare parts erroneously ordered by the customer and for which no substitute delivery was made, 20% handling fees shall be deducted from the credit note if the value of the goods returned is between EUR 25.00 and EUR 500.00. The value of any goods returned exceeding EUR 500.00, a maximum of EUR 100.00 shall be deducted from the credit note.

Transport cost and transport risk of any returns shall be borne by the customer. Excluded from any return shall be individual components of complete retrofitting kits and complete sealing kits. Each return has to be registered in advance with our customer service / export sales administration who will provide the corresponding register number. Without this register number, additional costs will be incurred and charged.

10. Liability

Our liability, based on a careless breach of duty either by our company or by our legal representatives or vicarious agents is excluded. This limitation of liability does not affect our unlimited liability for damages to life, limb or health, our liability for the violation of essential obligations that must be fulfilled in order to achieve the contract objective (cardinal obligations) and our liability for intentional or grossly negligent violation of duties by our company, our legal representatives or vicarious agents.

11. Data protection

The customer agrees to that his personal data required under and in connection with the contractual relationship are centrally stored with due regard to the Federal Data Protection Law. The same shall apply to offer data.

12. Written form

Any modifications of or supplements to this agreement or these general terms and conditions shall be made in writing. This also applies to the invalidation of this written form clause.

13. Place of jurisdiction, applicable law

The place of jurisdiction shall be at Koblenz/Rhein provided the other contracting party is a merchant, legal person under public law or special public property. We shall also be entitled to bring action at the customer's place of business.

German law shall be applied with the exception of the CISG.

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