



## **General Conditions for Deliveries of Machines**

### **I. General**

- 1) These General Conditions apply as the basis for all deliveries of machines.

Acceptance of the order does not imply automatic acceptance of any purchase conditions applied by the customer.

Content of the contract.

Any changes deviating from these General Conditions are only valid if agreed in writing.

- 2) A contract shall be deemed to exist once an order is placed by the customer and then confirmed by the supplier (hereinafter Mendel RG-Systems), both in writing.
- 3) Mendel RG-Systems undertakes that any and all confidential documents or information provided to it by the customer shall not be used for any other purpose nor given to third parties without the customer's consent.
- 4) Mendel RG-Systems reserves all rights to models, drawings and technical descriptions/information under patent. Third parties may not be given access to these without its consent. All rights to software, drawings and documents are retained by Mendel RG-Systems.
- 5) The customer may only use, reproduce and translate the documents provided to it for its own needs within the limits imposed by law.
- 6) Production, packaging and shipping shall be conducted compliant with the applicable standards, guidelines and regulations and with due care.

### **II. Delivery and transfer of risk**

- 1) The delivery terms are based on INCOTERMS® 2010.
- 2) Insofar as the contract makes no express provision to the contrary, the FCA Wangen/Germany delivery terms apply.
- 3) Risk is transferred to the customer when the product leaves the factory.
- 4) Insofar as reasonable for the customer, partial deliveries are permitted.

### **III. Delivery time / delivery date / delayed delivery**

- 1) The parties shall agree a delivery date at the time the order is placed, subject to all commercial issues and technical clarifications being resolved. Where this is the case, the delivery date shall begin from receipt of the due down payment or the provision of the agreed security guarantee. Where this is not the case, the delivery date shall be extended correspondingly, except where Mendel RG-Systems is at fault for the delay.
- 2) Mendel RG-Systems shall notify the customer immediately and in writing with the corresponding justification if there is a delay.
- 3) If the delivery date is missed due to reasons of force majeure (war, labour dispute, etc. outside the control of Mendel RG-Systems) then the delivery date will be extended correspondingly. Mendel RG-Systems shall notify the customer hereof as soon as possible and indicate the new expected delivery date.
- 4) Mendel RG-Systems shall be deemed to have complied with the delivery date where the goods are notified as ready for shipment or have been shipped before the agreed delivery date.



- 5) If either circumstances as described in Point 1 arise or action on the part of the customer lead to a delay in delivery, the delivery date shall be extended correspondingly and proportionately.
- 6) If Mendel RG-Systems is delayed by more than 4 weeks, then the customer shall be entitled to demand compensation for each additional week's delay. This shall amount to 0.5% of the total order value per full week, up to a maximum of 5%.
- 7) If after reaching the due delivery date, and taking into account the exceptions under the law and in Point 3, Mendel RG-Systems is given a grace period to deliver the goods and also fails to meet this deadline, then the customer shall be entitled to withdraw from the contract.
- 8) The customer may not make any other claim against Mendel RG-Systems for lump-sum compensation or withdrawal from the contract under any other circumstances.

#### **IV. Price / payment**

- 1) All prices stated herein apply ex factory (excluding taxes and possible fees) including loading with ramp. They do not include packaging, unloading and installation.
- 2) Payments are to be made in full to one of the accounts named by Mendel RG-Systems, as follows:
  - 30% of the total sum upon receipt of the order confirmation and down payment invoice
  - 60% upon shipment or notification the goods are ready to ship and receipt of the 2nd partial invoice
  - The remainder within two weeks of successful commissioning and receipt of the final invoice
- 3) Payment shall be deemed made when the full invoiced amount is irrevocably credited to Mendel RG-Systems' account.
- 4) If payment by the customer is delayed then Mendel RG-Systems shall be entitled to charge interest on arrears of 5% p.a. above the respective discount rate of the German Central Bank (Deutsche Bundesbank).
- 5) The customer may only withhold payment or charge counterclaims insofar as its counterclaims are not contested by Mendel RG-Systems or are legally valid.

#### **V. Retention of ownership**

- 1) The delivered goods remain the property of Mendel RG-Systems until full payment has been made.
- 2) The retention of ownership does not affect the provision on transfer of risk set out in Paragraph II Point 3 above.
- 3) The customer must insure the goods appropriately against theft, breakage, fire, water and all other damage until ownership is transferred (after complete payment).
- 4) Until complete payment has been made, the customer may not sell, mortgage or otherwise use or collateralise the goods.

#### **VI. Liability and claims for defects**

- 1) Mendel RG-Systems' liability and warranty is limited to defects and faults which arise within 12 months of correct commissioning of the goods. All claims levied by the customer / operator are void after 12 months.
- 2) Mendel RG-Systems is required to resolve any defects and faults resulting from construction, materials or execution.



- 3) Any defect or fault identified should be notified to Mendel RG-Systems immediately and in writing.
- 4) Mendel RG-Systems shall have the choice whether to repair or replace the faulty parts in question to resolve the defect or fault. Mendel RG-Systems is liable for the cost of resolving legitimate defects or faults. Any replaced parts are the property of Mendel RG-Systems and must be made available to it after they have been replaced.
- 5) Mendel RG-Systems is not liable for defects or faults caused by construction requested by the customer or any material added by the customer.
- 6) Mendel RG-Systems is not liable for defects, faults or damage caused by inappropriate operation, installation, improper maintenance or servicing or faulty repairs made by the operator or a third party. This applies in particular to third party malice or gross negligence.
- 7) Mendel RG-Systems shall not be liable where any reworking, changes or alterations are made to the goods without its consent. In such cases the warranty is also immediately null and void. The same applies to the risk assessment within the framework of CE security.
- 8) Mendel RG-Systems is not liable for any consequential damage as a result of the defect, such as production stoppages, downtime, loss of profits or any other indirect damage.

This limitation of liability does not apply in cases of

- a) malice
- b) gross negligence
- c) culpable loss of life, bodily injury or damage to health
- d) culpable violation of essential contractual obligations

all other claims are precluded.

## **VII. Third party rights**

If a third party's protected rights are violated as a result of deliveries according to drawings or any other indications from the contracting partner / customer, the contracting partner / customer shall indemnify Mendel RG-Systems from all liability and claims.

## **VIII. Applicable law / jurisdiction**

Any disputes resulting under this delivery contract shall be settled under the rules of the International Chamber of Commerce. The exclusive jurisdiction for all claims in connection with this delivery contract is Ravensburg.

## **IX. Effectiveness / severability clause**

In the event that any of the provisions of this delivery contract or the contract agreed with the contracting partner are deemed wholly or partially invalid this shall have no effect on the remainder of the contract. The delivery conditions and their effectiveness shall not be affected.