



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0  
**Telefax:** (040) 529 547-11  
**E-Mail:** info@detakta.de  
**Internet:** www.detakta.de  
Ust.-Id.-Nr. DE134376189  
Steuernr. 1128707705



## DETAKTA Terms and Conditions of Sale and Delivery

### 1. Validity

The following terms and conditions apply to all of our offers and purchase agreements, with the inclusion of consultations and other contractual services, even if no further reference is made to them in a particular instance, if the order is submitted by a commercial customer. The customer's general terms and conditions of purchase are disallowed.

Orders are irrevocable once they have been placed and confirmed. The documents contained in our catalogues, brochures, and printed material, such as specifications of weights and measures, illustrations, and descriptions are only approximations and we are under no obligation to give notification of immaterial modifications. We retain ownership and copyright of catalogues, illustrations, drawings, sketches, and other documents. This applies also to documents of our customers and suppliers. They may not be made available to others without our permission and must be returned to us immediately upon request. The customer assumes full liability for documents and drawings, gauges, designs and such like that are to be supplied by it. Oral statements concerning dimensions and such like are subject to written confirmation.

### 2. Delivery time, force majeure, reservation of self-delivery, excess or reduced quantities, partial deliveries

Delivery time is calculated from the date of the order confirmation to the date of dispatch from our factory or warehouse. Compliance therewith is conditional upon performance of the customer's contractual duties, in particular the agreed payment terms and timely receipt of all documents to be supplied by the customer.

If force majeure, labour dispute measures such as a strike or lockout or their effects, or other events beyond our control prevent performance of our delivery duty, the delivery times will be extended by the duration of the impediment. This applies also if our own suppliers are subject to such circumstances. The purchaser will be promptly informed of the beginning and end of such hindrances. If performance of the contract cannot reasonably be expected of us or the purchaser because of the delay in delivery, a right of rescission vests in the disadvantaged party.

Correct and timely self-delivery remains reserved vis-a-vis commercial customers.

The customer shall accept such excess or short quantities as are customary in normal commercial practice when doing so is economically justified for manufacturing, customisation or other reasons. Customary in normal commercial practice are quantities that are short or in excess by up to 10%. The customer will be charged for exactly the quantity that is delivered.

Partial deliveries are deemed to be permissible and any added expense that is incurred thereby will be borne by the customer.

### 3. Prices

The applicable prices are those in effect on the day of delivery. They are to be understood as denominated in Euro, FCA (Incoterms 2010) DETAKTA Norderstedt, and do not include freight, statutory value-added tax or insurance. The same applies in the case of agreed partial deliveries and express deliveries. Invoices are issued in Euro on the day of delivery (dispatch or manufacture ready for dispatch). Packing and shipping are performed to the best of our

**Commerzbank AG, Hamburg**  
IBAN: DE32 20080000 0427286900  
SWIFT BIC: DRESDEFF200

**Postbank Hamburg**  
IBAN: DE10 20010020 0049416203  
SWIFT BIC: PBNKDEFF

Kommanditgesellschaft Sitz Norderstedt, Registergericht HRA  
1988NO, persönlich haftende Gesellschafterin: von Saenger &  
von Saenger GmbH, Sitz Norderstedt, Registergericht HRB  
2269NO, Geschäftsführer Thomas von Saenger



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0  
**Telefax:** (040) 529 547-11  
**E-Mail:** info@detakta.de  
**Internet:** www.detakta.de  
Ust.-Id.-Nr. DE134376189  
Steuernr. 1128707705

ISO 9001  
ISO 14001  
BUREAU VERITAS  
Certification



judgement and experience. The prices listed in our catalogues and lists are to be regarded only as standard prices. All quoted prices are subject to change. Haulage and other cash expenditures are billed at reasonable rates.

#### 4. Shipping

All shipments are shipped at the recipient's expense and risk, even if delivery is made in a particular instance carriage paid to the receiving station. Goods that are lost or damaged in transit are replaced by us only on the basis of a new purchase order and are charged for at the prices then in effect. Insurance against damage in transit is provided by us, at the customer's express request and for the customer's account, according to our best judgement. The transport route and means of transport are chosen, absent any special instruction, according to our best judgement with no liability for less expensive shipping or a shorter route. We are a forwarding, logistics and warehousing insurance policy waiver customer.

#### 5. Payment

Invoices are payable in Euro, net cash, no later than net 30 days after the invoice date. We grant a 3% cash discount if the money is at our free disposal within 14 days after the invoice is issued. The same applies to partial deliveries. Interest at the rate of 9 percentage points above the base interest rate is charged, without prejudice to claims for further damage, in the event of a late payment. If facts or circumstances become known which worsen the supplier's credit rating of the customer, we are entitled to demand payment in advance or payment concurrently with delivery. Further details are as provided in § 321 of the German Civil Code (BGB).

Rights of set-off and retention vest in the customer only if and to the extent that the customer's counter-claims are in a relationship of mutuality with the claims asserted by us (§ 320 BGB), have become legally final and absolute, are not in dispute, or have been acknowledged by us. In addition, the customer is entitled to exercise a right of retention only to the extent that the customer's counter-claim is based on the same contractual relationship. Resale before payment has been made in full is permitted in the ordinary course of business only provided that the receivables from the individual customers of the customer arising from the customer's reselling automatically pass to us.

#### 6. Quality

The customer must satisfy itself by its own inspection that the goods are suitable to be used for the customer's intended purpose.

The warranty period is 1 year from delivery. The limitation periods in the event that recourse is taken against a supplier pursuant to § 478 or 445b BGB are not affected by this provision. Claims for damages or reimbursement of expenses that are based on defects are not affected thereby. The statutory warranty period applies also to claims for damages arising because we are in default of rectifying a defect as requested by the customer and such is owed by us.

Upon receipt of the goods, the customer is obliged to inspect them promptly and to give notification promptly of discovered defects. "Promptly" is defined as three business days (Monday to Friday, with the exception of statutory holidays), unless special circumstances make a different period seem appropriate in a particular instance. Breaches of this obligation result in approval of the goods according to § 377 of the German Commercial Code (HGB).

In the event that goods are defective and notice of defects is given in due form and time, the customer has a right to rectification or replacement at our discretion. Subject to the statutory conditions, the customer is entitled to

**Commerzbank AG, Hamburg**  
IBAN: DE32 20080000 0427286900  
SWIFT BIC: DRESDEFF200

**Postbank Hamburg**  
IBAN: DE10 20010020 0049416203  
SWIFT BIC: PBNKDEFF

Kommanditgesellschaft Sitz Norderstedt, Registergericht HRA  
1988NO, persönlich haftende Gesellschafterin: von Saenger &  
von Saenger GmbH, Sitz Norderstedt, Registergericht HRB  
2269NO, Geschäftsführer Thomas von Saenger



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0  
**Telefax:** (040) 529 547-11  
**E-Mail:** info@detakta.de  
**Internet:** www.detakta.de  
Ust.-Id.-Nr. DE134376189  
Steuernr. 1128707705



equitably reduce the purchase price or to rescind the contract. The costs of shipping for the purpose of remedial performance must be borne by us. If, however, the shipping costs increase because the goods are conveyed by the customer or its customers to a location other than the place of performance, the difference must be borne by the customer. This applies mutatis mutandis to other costs that we must bear for the purpose of remedial performance.

If the item is defective and the customer has, in accordance with the type of item and the purpose of its use, installed the item into another item or attached it to another item, then we may choose within a reasonable period, if remedial performance is demanded of us, whether to reimburse the customer for the expenses necessary to remove the defective item and to install or attach the rectified or delivered non-defective replacement item (labour) or whether instead to perform such work, or to have it performed, at our own expense (self-performance). This option expires if we do not exercise it within a reasonable period. If we decide in favour of self-performance, the customer may set us a reasonable time limit for performance. Once that time limit has expired to no avail, the customer is entitled to perform the work itself or to have it performed. In such a case, our right to self-performance expires, and the customer may perform the work at our expense (subject to the limitations below). Our right to refuse, pursuant to § 439(4) BGB, a type of remedial performance because of disproportionate expense remains unaffected. If the customer performs the work itself or engages a contractor for that purpose, it must take note that it has a right to reimbursement only of the "necessary" expenses. It must keep the costs as low as possible in its own interest and seek an economical solution. If the customer wishes to engage a contractor to perform the work, it must first give us the opportunity to recommend to it a suitable and reasonable work contractor before it places the order. This duty of consultation does not apply if the costs that are to be expected are less than EUR 250.

## 7. Special tools

If punches, gauges, moulds, or other special tools are needed to carry out an order, then proportionate costs will be separately invoiced to the customer and are immediately due and payable by the customer, irrespective of the number of units or delivery times of the goods produced with the aid of those tools. We reserve the right to demand payment in full or partial payments in advance. The special tools become the customer's property once payment is made in full but remain in our custody until they wear out. We are entitled to their remaining scrap value. Agreements for amortisation of the tool costs may be made in special cases.

## 8. Retention of ownership

We retain ownership of the delivered products until all accounts receivable arising from the business relationship with the customer are paid in full.

Processing or working of the reserved goods by the customer is performed always on our behalf but without giving rise to obligations on our part. Ownership of the new items in their processed or worked state vests in us. If our reserved goods are processed, worked, intermingled, mixed or combined with other products that do not belong to us, then joint ownership of the new item vests in us in proportion to the ratio between the invoice price of the reserved goods and the invoice price of the other products.

The customer may in the normal course of business sell the reserved goods of which we have sole or joint ownership; the customer is not permitted to pledge them or to transfer or assign them as security. The customer hereby and in advance assigns to us all accounts receivable which accrue to it from the resale of the reserved goods or from the products resulting from processing, working, intermingling, mixing or combining. This applies also if the

**Commerzbank AG, Hamburg**  
IBAN: DE32 20080000 0427286900  
SWIFT BIC: DRESDEFF200

**Postbank Hamburg**  
IBAN: DE10 20010020 0049416203  
SWIFT BIC: PBNKDEFF

Kommanditgesellschaft Sitz Norderstedt, Registergericht HRA  
1988NO, persönlich haftende Gesellschafterin: von Saenger &  
von Saenger GmbH, Sitz Norderstedt, Registergericht HRB  
2269NO, Geschäftsführer Thomas von Saenger



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0

**Telefax:** (040) 529 547-11

**E-Mail:** info@detakta.de

**Internet:** www.detakta.de

Ust.-Id.-Nr. DE134376189

Steuernr. 1128707705

ISO 9001  
ISO 14001  
BUREAU VERITAS  
Certification



products are sold together with other products that do not belong to us for one inclusive price. If, on the basis of a provision of law, a third party has acquired ownership or joint ownership rights in the products as a result of processing, working, intermingling, mixing or combining, then the customer likewise assigns to us, hereby and in advance, the claims accruing to it vis-a-vis that third party. Assignments within the meaning of this paragraph are made in all instances only up to the amount of the invoice price of the reserved goods. The customer is authorised to collect the assigned receivables subject to revocation which is permitted at any time.

We hereby accept the assignments by the customer that are provided for in this section.

We agree to release at our discretion, at the customer's request, the security to which we are entitled under the preceding provisions to the extent that its value exceeds by more than 10% that of the receivables to be secured.

If the customer's assistance, such as with registrations required according to the law of the customer's country, is needed for the reservation of ownership to be valid, then the customer must undertake such actions.

If the customer is in default of a payment, then we may bar it entirely from having the reserved goods at its disposition or, at our discretion, do so partially, for example by permitting only the sale or further processing, etc., of those goods.

If the conditions are objectively present under which the customer is subject to a duty to file for insolvency, then the customer must refrain, without need of a demand to that effect, from any disposition, in whatever manner, of the reserved goods. The customer is obliged to notify us promptly of its inventory of reserved goods. We are further entitled in such a case to rescind the contract and to demand the surrender of the reserved goods. If the reserved goods have been processed, worked, intermingled, mixed or combined with other products, we are entitled to demand their surrender to a trustee; the customer is obliged to identify all joint owners of the reserved goods with their names or the names of their companies, their addresses, and their share of ownership. The same applies analogously to receivables that have been assigned to us in accordance with the preceding paragraphs; in addition, the customer must of its own accord provide us with the names and addresses of all debtors along with copies of the documents substantiating the accounts receivable from them.

## 9. Liability

Claims for damages of any kind against us or against our legal representatives or vicarious agents are excluded unless wilful misconduct, gross negligence or the breach of a material contractual duty are present. By "material duty" in this sense is meant any duty the performance of which makes proper contractual performance possible in the first place and on the observance of which the buyer may ordinarily rely.

Liability is limited, however, to compensation for contractually typical foreseeable damage unless wilful misconduct is present.

The preceding limitations and exclusions of liability do not apply to liability according to product liability law or to cases of injury to life, body or health.

Claims for reimbursement of the purchaser's expenses according to § 284 BGB are waived to the extent that a claim to damages in lieu of performance is excluded under the preceding provisions.

**Commerzbank AG, Hamburg**  
IBAN: DE32 20080000 0427286900  
SWIFT BIC: DRESDEFF200

**Postbank Hamburg**  
IBAN: DE10 20010020 0049416203  
SWIFT BIC: PBNKDEFF

Kommanditgesellschaft Sitz Norderstedt, Registergericht HRA  
1988NO, persönlich haftende Gesellschafterin: von Saenger &  
von Saenger GmbH, Sitz Norderstedt, Registergericht HRB  
2269NO, Geschäftsführer Thomas von Saenger



Hans-Herbert von Saenger

**Isolier- und Messtechnik GmbH & Co KG**

Hans-Böckler-Ring 19  
D-22851 Norderstedt

**Telefon:** (040) 529 547-0  
**Telefax:** (040) 529 547-11  
**E-Mail:** info@detakta.de  
**Internet:** www.detakta.de  
Ust.-Id.-Nr. DE134376189  
Steuernr. 1128707705

ISO 9001  
ISO 14001  
BUREAU VERITAS  
Certification



#### **10. Place of performance, venue / court of arbitration, applicable law**

The place of performance for all mutual claims, including those for satisfaction of warranty claims, is the location of our registered office.

If the customer has its registered office in the EU or in the European Economic Area, the following applies: the exclusive place of jurisdiction is the location of our registered office if the customer is a merchant, a legal entity under public law, or a legal special segregated fund or if it has no general place of jurisdiction in Germany. If, on the other hand, the customer has its registered office outside the EU and the European Economic Area, then the court of arbitration of the Hamburg Chamber of Commerce (*Handelskammer Hamburg*) is of competent jurisdiction for all disputes arising from or associated with the contracts made under the scope of these general terms and conditions of business and is so to the exclusion of the general legal processes. The place of arbitration is Hamburg, the language of proceedings being German. Proceedings and, in particular, the taking of evidence are conducted in accordance with the rules of the regulator of the Hamburg Chamber of Commerce and the rules of Book 10 of the German Code of Civil Procedure. Procedural principles of the common law such as, in particular, the production of documents (so-called document production) have no direct or corresponding application.

German law applies to the exclusion of UN sales law (CISG).

Norderstedt, valid as of 13th December 2017

**Commerzbank AG, Hamburg**  
IBAN: DE32 20080000 0427286900  
SWIFT BIC: DRESDEFF200

**Postbank Hamburg**  
IBAN: DE10 20010020 0049416203  
SWIFT BIC: PBNKDEFF

Kommanditgesellschaft Sitz Norderstedt, Registergericht HRA 1988NO, persönlich haftende Gesellschafterin: von Saenger & von Saenger GmbH, Sitz Norderstedt, Registergericht HRB 2269NO, Geschäftsführer Thomas von Saenger