

# Terms and Conditions Miki Pulley Europe AG

## 1. General conditions

The following general sales and delivery conditions are part of the contractual relationship with our customers, unless otherwise agreed in writing. Purchasing conditions of our customers are not binding for us, as far as they deviate from our general business and delivery conditions, even if we do not expressly contradict them. The contract becomes effective only with our order confirmation. At the latest with the acceptance of our deliveries and achievements our sales and delivery conditions are considered acknowledged. In the case of immediate delivery, the invoice is considered an order confirmation.

## 2. Commitment of offers

Offers are non-binding, unless a binding period is explicitly mentioned. If the quotations of our suppliers change during the binding period, the binding period is considered as not agreed.

## 3. Written form clause

For the extent of the obligation to deliver our written order confirmation is authoritative.

## 4. Delivery

Technical changes that do not affect the function of the delivery items are reserved during the delivery period. Depending on the scope of the order, the right to partial delivery exists. The delivery of the goods takes place from our factory, unpacked, unladen and without assembly. The shipping costs are borne by the customer. For deliveries abroad, the customer also bears all other public charges and costs associated with the border crossing of the goods, unless otherwise agreed. The risk of accidental loss or accidental deterioration of the goods sold shall be transferred to the customer at the latest on dispatch or collection from our factory. This also applies to partial deliveries or if we have paid the costs for delivery or installation. The shipment also includes loading on the customer's own means of transport. If the shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer upon notification of readiness for shipment.

## 5. Pricing

The prices quoted are exclusive of VAT valid at the time of invoicing. The prices are determined according to the nature and extent of the offer and can be changed if the customer wishes subsequent changes. The prices are based on the prices of our suppliers valid at the time of submission of the offer, labor and material costs, as well as the currency parities, customs and import charges. If these change up to the time of delivery, a proportionate correction remains reserved. Please note our minimum order value of 80.00 EUR net, excluding freight and packaging costs. For orders below 80 EUR net there will be a surcharge, which is separately shown in the order confirmation.

## 6. Terms of payment

All deliveries are to be paid within 30 days from date of invoice net cash free our payment office unless otherwise stated in the order. Decisive is the receipt of money at our paying agent. Partial deliveries as well as additionally supplied ancillary equipment are invoiced separately and the aforementioned terms of payment apply. If the delivery is delayed at the request of the orderer or due to lack of spatial or technical conditions at the orderer, then the billing takes place at readiness for dispatch. Any retention of payment due to technical defects in the delivered device will only be accepted to the extent that the defect is proportional to the device price. In the event of delayed installation of the delivered device, the invoice amount, including statutory value added tax, may be retained at a maximum of 10% if the cause of the delay can be proven to be responsible for us. In case of exceeding the term of payment as well as payment reserves not recognized by us, we reserve the right to charge default interest of 5% over the discount rate of the Deutsche Bundesbank for the duration of the time limit. If, after the conclusion of the contract, we become aware of facts which are likely to prove a deterioration in the purchaser's assets, we shall be entitled to demand immediate payment of our current invoices and advance payments or security for future deliveries and to withdraw from the contract without notice and to reimburse the purchaser for our expenses if the customer does not meet a corresponding claim.

## 7. Delivery time

The delivery times stated in our offer are considered to be approximately agreed. The delivery time stated in our order confirmation begins - unless otherwise agreed - in writing with the date of the order confirmation, but not earlier than the final agreement on the order.

## 8. Interruption of delivery

Are we due to force majeure or other exceptional events outside our sphere of influence (such as war, war-like conditions, embargo, barriers or exceptional obstruction of normal roads or strikes or other industrial action and official measures), regardless of whether the events of the aforementioned kind us We may, even if we are already in default, limit the delivery for the duration of the hindrance directly or to our suppliers, unable to deliver on time and / or if a complete delivery is impossible or significantly more difficult have informed the purchaser of the disability immediately. After a hindrance of 4 weeks both we and the customer can withdraw from the contract in whole or in part. In the cases described above, such as a withdrawal from the contract, the restriction of delivery or the delivery of the goods, we are not obliged to pay any damages or to make subsequent deliveries.

Incidentally, the resignation can only be declared by the customer if we are in default and culpably fail to fulfill our obligation to deliver within a reasonable grace period set by the purchaser in writing. If the shipment or the delivery is delayed at the request of the customer or for reasons for which he is responsible, the risk for the time of the delay shall pass to the buyer. The corresponding costs for waiting and storage time and other required travel must be borne by the purchaser.

## 9. Notice of defects

Complaints due to incomplete or incorrect delivery or complaints due to identifiable defects must be reported in writing immediately, no later than 10 days after receipt. Later identifiable defects are to be reported to us immediately after their detection. In the case of late notification of complaints or complaints, all claims for warranties expire.

## **10. Warranty**

Unless otherwise agreed, we provide 1 year from the date of the invoice guarantee for faultless operation of the equipment supplied by us, in terms of materials and workmanship. The warranty is limited to those defects of the device, which are not due to natural wear or improper use / treatment according to the valid rules of technology. Excluded from the warranty are also electrical and electronic parts of the equipment, for which the manufacturers have set a shorter warranty.

For devices purchased from subcontractors, the warranty is limited to the scope of the manufacturer's warranty. The warranty extends to our choice to repair or replacement of the claimed device. Only in case of failed rectification, there are claims for conversion or reduction. For repair, the customer has to grant us the time and opportunity required in our reasonable discretion. If he refuses these, we are exempt from liability for defects. The right of the customer to assert claims based on defects expires in all cases from the time of the complaint to 6 months. Replaced parts become our property. The freight for the parts to be replaced shall be borne by the customer. The delivery of repaired or replaced parts is our responsibility. Each warranty obligation expires if changes or repairs are made by the customer or third parties. Operating instructions and circuit diagrams enclosed with the delivered devices are subject to the general regulations of the manufacturer. For the specified therein and deviating from the devices data can be derived by the purchaser no recourse claims. The purchaser has rights to benefit and consumer guarantees only as far as this is expressly agreed. All warranties are subject to reasonable tolerance. The warranties are deemed to be met if the warranted properties are achieved at the time of acceptance or commissioning. For functional defects on the devices supplied by us due to special local conditions as assume no liability. Any further claims due to delivery defects beyond the above warranty claims are hereby expressly excluded; In particular, we can not claim compensation for any indirect damages. However, this does not apply if we are guilty of intent or gross negligence. If we are claimed for damages by a third party due to the Product Liability Act or other regulations under tort law or if damage (eg recall) arises in another way, the supplier must indemnify us as far as the damage is based on an error for which the supplier Supplier is responsible.

## **11. Retention of title**

The delivered goods remain our property until full payment of all claims arising from the business relationship between us and our customer. The customer is entitled to resell the reserved goods in the normal course of business; however, he is not permitted to pledge, assign or assign the reserved goods as security. The customer is obliged to secure the rights of the reserved seller on the resale of reserved goods on credit. The customer hereby assigns to us the claims of the customer from the resale of the products into which he has incorporated our products or has had them installed; We accept this assignment. Notwithstanding the assignment and the right of collection, the purchaser is entitled to collect as long as he fulfills his obligations to us and does not fall into financial collapse. At our request, the purchaser must provide us with the information required for collection about the assigned claims against us and notify the debtors of the assignment. In the case of processing of our reserved goods with goods of other suppliers, we are entitled to co-ownership of the new items in the ratio of the invoice value of the reserved goods to the invoice value of the remaining goods. The same applies in the case of the connection, mixing or mixing of the goods with other things. From the processing or processing, the purchaser has no claims against us. If the purchaser resells our reserved goods together with other goods, regardless of whether they are without or after processing, combining, mixing or mixing to third parties, the advance assignment agreed above shall only apply in the amount of the invoice value of the reserved goods, which together with the other Goods are resold.

If the value of the securities granted to us exceeds our claims by more than 20%, the customer may demand that we release securities at our discretion to that extent. The purchaser is obliged to insure the reserved goods against damage at his expense.

## **12. Applicable law**

For the contractual relationship the law of Switzerland applies as agreed. The application of the "Uniform Law on the Conclusion of International Sales Contracts for Moving Goods" as well as the "Uniform Law on the International Sale of Goods" is excluded. The application of the "United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention)" is excluded.

## **13. Place of Performance and Jurisdiction**

Place of performance for all services from the contractual relationship is Schaffhausen. Exclusive place of jurisdiction for all disputes arising from the contractual relationship is Schaffhausen, if -the purchaser is a merchant, as far as he does not fall under paragraph 4 HGB, -the customer relocated after conclusion of the contract his domicile or habitual abode abroad or his domicile or habitual residence at the time of action not known.

In the case of complaints on our part against the purchaser, however, a complaint may also be filed at the place of business of the purchaser; in the case of lawsuits from exchanges, also at the place of payment of the bill of exchange. The adjudication of a court dispute does not relieve any party from fulfilling its contractual obligations under the order.

Miki Pulley Europe AG

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