



Terms and Conditions (version 04/2008)

1. Preamble

These General Terms of Business (GTB) of GTech Automatisierungstechnik GmbH (hereinafter the Contractor) apply to all work and services of any kind to be carried out by the Contractor, unless the contracting parties have agreed otherwise in writing in individual cases.

2. Quotations, conclusion of the contract

- 2.1. Quotations by the Contractor are without obligation.
- 2.2. The Contractor only accepts quotations or orders by the Client by way of a written order confirmation or delivery of the purchased item or through carrying out the work.
- 2.3. Verbal secondary agreements or amendments to the contract must be confirmed by the Contractor in writing in order become valid.
- 2.4. Price quotations by the Contractor are drawn up without guarantee of completeness and accuracy.
- 2.5. Every change to the object of the agreement (hereinafter OA) by the Client must be made in writing and may influence the costs and deadline schedule.

3. Retention of ownership

- 3.1. All goods and data carriers including software as well as the used accessories and replacement parts remain the property of the Contractor until full payment by the Client, even if the objects to be delivered or manufactured are sold on, changed, processed or mixed.
- 3.2. Selling on is only permitted if this has been notified to us beforehand in good time, indicating the name and/or the company and the precise (business) address of the purchaser and we agree to the sale. In the event that we agree, the due purchase price is considered as having been transferred to us as of that time and we are entitled to inform the third party debtor of this transfer at any time.

4. Price, payments

- 4.1. If the financial circumstances of the Client deteriorate, the Customer is entitled to claim settlement of the agreed payment or purchase price immediately and only carry out the remainder of the order in return for advance payment.

5. Obligations of the Client

- 5.1. In the case of assembly work by the Contractor the Client must ensure that work can start immediately after the arrival of the Contractor's assembly personnel.
- 5.2. The Client is responsible for ensuring that the necessary technical preconditions for the work to be carried out or for purchased object are given, and that his technical installations such as supply lines, wiring, networks and similar facilities are in perfect technical and operational condition as well as compatible with the work to be carried out by the Contractor or the purchased objects. The Contractor is entitled, but not obliged, to examine these installations against separate payment.
- 5.3. The Client is not subject to a checking, warning or explanation obligation with regard to documents made available by the Client, provided details or instructions and any liability of the Contractor in this respect is ruled out.
- 5.4. The order is granted independently of any required official consent or permission which the Client must obtain.

6. Guarantee

- 6.1. The Contractor provides a guarantee of 12 months (in accordance with the acceptance report) or 24 months from delivery, whichever occurs first, and only if the Client adheres to the maintenance in the maintenance schedule. Excepted from the guarantee are defects due to wear and tear.
- 6.2. The Client can only claim on the guarantee if he immediately notifies the Contractor in writing about the occurring defects by way of a complaint. Verbal, telephone or non-immediate complaints are not considered. The complaint should describe the fault in enough detail that the fault and cause can be evaluated. After carrying out an agreed acceptance, complaints relating to faults determinable at the time of acceptance are excluded.



- 6.3. A guarantee is ruled out if the technical installations, such as supply lines, wiring, networks and similar facilities are not in technically perfect and operational condition or not compatible with the work to be carried out by the Contractor, or the purchased objects.
- 6.4. The guarantee ceases immediately if the client or a third party carries out modifications or repairs to the deliveries or installations to be attended to and the claimed fault is due to this. The Client bears the burden of proof that the claimed fault is not the result of such manipulation(s). The Contractor is only responsible for the costs of fault rectification carried out by the Client if the Contractor has agreed to this in writing.
- 6.5. No guaranteed claims can be made in the case of faults arising through incorrect handling or overloading or if statutory or Contractor-issued operating or installations are not observed; if the delivered object has been produced on the basis of Client specifications and the fault is due to these specifications or drawings; in the event of incorrect assembly/starting-up by the Client or third party, natural wear and tear, in the event of transport damage, incorrect storage, function-disrupting operating conditions (e.g. inadequate electricity supply), in the event of chemical, electrochemical or electrical influences, in the event of not carrying out necessary maintenance or poor servicing.
- 6.6. The Contractor is entitled to arrange or have arranged any examination considered necessary, even if the goods or work pieces are made unusable by this. If the examination shows that the Contractor is not responsible for a fault, the Client bears the costs of this examination against appropriate payment.
- 7. Acceptance of the deliveries and/or service**
- 7.1. The order is completed with the final acceptance of the scope of delivery and services. If the Client or his authorised representative is not present at this acceptance in spite of notification in good time by the Contractor, or if use of the installation has started or if acceptance of the delivery or service is delayed through no fault of the Contractor, the OA is agreed to have been accepted in fault-free condition 2 weeks after the agreed acceptance deadline.
- 7.2. Final acceptance is the acceptance and approval of the OA as essentially in accordance with the contract. It constitutes the last stage is providing evidence of fulfilment of the agreed functions (availability and timing) within a determined period. It is carried out after successful trial operation/operational handover. Final acceptance takes place on the part of the Client by the project team and on the part of the Contractor by the project leader. For this operating personnel and production pieces (see 7.7) are made available free of charge.
- 7.3. The Client is not entitled to refuse final acceptance due to faults which would only insignificantly affect the operation of the installation or were not caused by the Contractor. Essential faults are rectified within an appropriate period. The overall result, which may also contain minor faults and deadlines for their rectification, is summarised in a final acceptance report to be approved by both parties through their signature.
- 7.4. If the Client requires preliminary acceptance this must be expressly agreed with the Contractor in writing when concluding the contract. Unless otherwise regulated, preliminary acceptance is carried out at the place of manufacture or a location to be determined by the Contractor during the Contractor's normal working hours. An operating run is envisaged which does not yet have to fulfil the contractual obligations with regard to availability, For this manufactured parts are made available to the Contractor, see 7.7. A preliminary acceptance report is drawn up for the preliminary acceptance.
- 7.5. If no preliminary acceptance is required or there is no involvement of the Client with regard to the provision of personnel and material, the OA is considered as have been preliminarily accepted and the Client is prepared to accept the OA.
- 7.6. If no acceptance is agreed the delivery or service is considered as having been accepted by the Client if the Client does not submit a fault complaint in writing the Contract immediately after the delivery or service.



7.7. For preliminary and final acceptance sufficient quantities of manufactured parts are made available to the Contractor free of charge. These parts must be manufactured in a quality in accordance with the drawings, within the drawing tolerances and represent the version valid at the time the contract came into force using series tools and be made available by the Client for the Contractor in good time and free of charge. The samples/supplied parts made available can suffer damage and have a scrap value – this is accepted by the Client.

8. Deadlines and dates for deliveries and services

8.1. Delivery and service deadlines are subject to change unless expressly agreed as binding in writing.

8.2. If the Contractor is hindered in the fulfilment of his obligations by circumstance that are unforeseeable or beyond the control of the Contractor, such as disruptions to work, official measures and interventions, energy supply problem, loss of a difficult to replace supplier, strike, traffic obstructions, delays in customs clearance or Acts of God, the delivery or service deadline is extended to the appropriate extent. It is irrelevant whether these circumstances occur at the Contractor's or with his suppliers or subcontractors.

8.3. If fulfilment of the contract becomes impossible through no fault of the Contractor, the Contract is released from his contractual obligations.

9. Liability limitation

9.1. Apart from personal injury, the Contractor is only liable if the injured party can prove gross negligence, Compensation claims lapse 12 month after becoming aware of the damage and damaging party, but in all cases 3 years after completion of the service or delivery.

9.2. As compensation the Client can initially only claim repair or exchange of the item/work; only if both of these are impossible or associated with disproportionate costs for the Contractor can the Client demand monetary compensation.

10. Confidentiality and commercial protective rights

10.1. Both contracting parties are obliged to keep confidential data and information that come to their attention during fulfilment of the contract.

10.2. All quotation and project documents by the Contractor, more particularly plans, sketches, technical documents may not be reproduced or made available to third parties without the permission of the Contractor.

11. Software

11.1. All delivered software applications such as PLC programs, visualisation, special programs in high-level languages etc. remain the property of the Contractor and are issued to the Client in licence form only the ordered installation. The Contractor supplies include software modules that are only valid for one installation as additional licensed purchases. Any amendment to supplied software products without written permission exempts the Contractor from any guarantee or compensation liability after the date of amendment.

11.2. Without the prior written approval of the Contractor, the Client, excluding any other claims, is not entitled to copy or amend the software, make it accessible to third parties or use if for any purpose other than the expressly agreed purposes. This applies in particular to the source code.

12. Cancellation, project interruption

12.1. In the event of the Client withdrawing from the contract the deliveries and services already carried out by the Contractor must be settled in accordance with the contract and paid after invoicing. This also applies if the delivery or service has not yet been accepted and for preparatory work carried out by the Contractor.