

General Terms and Conditions

(Version 01/17)

§1 General Conditions

1. Our sales and delivery conditions are exclusively applicable. Statements of the Buyer contradicting to or deviating from our general business conditions will not be recognized, although they are not explicitly contradicted and/ or delivery has been affected without any reservation.
2. These sales and delivery conditions are applicable for all current and future business relations. Former, eventually otherwise expressed sales and delivery conditions lose their validity.

§2 Conclusion of the contract

1. Our offers are subject to change.
2. Technical and constructive changes, like change in form, color and / or weight are subject to reasonable changes.
3. Orders, amendments and changes to an order, shall be recognized only when they are confirmed by us in a written form, or the goods from the order are already delivered.
4. Costs estimations, drawings and other similar documents should be treated as private and intellectual property of our company and we reserve the rights for them.

§3 Terms of delivery

1. Agreed delivery periods begin with the conclusion of the contract, however, not before the receipt of all documents to be given from the purchaser, including complete technical specification, authorizations, approvals or provisions, which are necessary for the execution of the contract, and not before the agreed payment is received.
2. The Seller is authorized to undertake a partial delivery, in case they are inevitable and reasonable.
3. Events of acts of nature beyond controls, as well as other unforeseen circumstances, especially malfunctions in provision, production or delivery, strike, lockout or similar, release us for the duration of the perturbation, as well as for a reasonable start-up period, also during an already given delayed delivery period, from our delivery obligation, as far as the perturbation has not been caused consciously or grossly negligently by us, our legal representatives, auxiliary persons or assistants. If delivery becomes, for the above mentioned reasons, impossible or economically unreasonable, we are released from our contractual obligations. Claims for damages from the purchaser are excluded.
4. Our delivery obligation stays at rest, as long as there are not only inessential purchaser's debts. in arrears.

§4 Prices and payment conditions

1. The prices confirmed by us are applicable ex works, packing excluded, plus the current obligatory value added tax.
2. For orders whose net value of goods is less than EUR 50,- we charge a small quantity surcharge of EUR 25,-.
3. As far as there is no individual contractual agreement, we reserve the right to charge additional packaging costs exceeding the usual extent.
4. Shipping is effected upon Buyer's responsibility, even if the condition 'free of charge' is agreed. The planning of transportation route and means is made at the discretion of the Buyer to the best of our efforts without liability for the cheapest and fastest transportation. Simultaneous disposal of several packages or their arrival at the same time at the required destination cannot be granted. The buyer is responsible for transportation insurances. The routes to the destinations given shall be arranged in that way, that no damages can occur to the transport vehicle. In case the access routes are not passable, we have the right to refuse delivery at the expense of the Buyer.

For shipping and delivery, we charge the following flat rates:

- shipping by parcel service: per package € 10,00
- for express and special deliveries we will charge a surcharge of € 15,00.

For deliveries by freight forwarder, we charge freight flat rates according to the net order value:

- up to € 1500,00 4% of the net order value; at least € 25,00 / delivery
- from € 1501,00 3% of the net order value
- from € 2501,00 2% of the net order value
- from € 5001,00 1% of the net order value

Additional costs, which arise for deliveries abroad, are calculated according to expenditures.

5. Expenditures that arise from changes in the way or the amount of the delivery and on request of the buyer after our order confirmation, and/ or arising from the fulfillment of afterwards occurred, or unforeseeable authority instructions, will be also charged in addition to the quoted purchasing price.
6. In case of a decisive change of price factors for working material, vendor parts, salaries, social security contributions, energy costs, turnover and commercial taxes or customs duties after the conclusion of the contract, we reserve the right to increase the prices stated in the order confirmation, accordingly for those

goods, that are to be delivered after more than six weeks after conclusion of the contract. In case of a price increase of more than 5% on the prices stated in the order confirmation, the purchaser has the right to resign from the contract within one month after being informed of the change in price.

7. Assembly costs will be charged separately .
8. Discounts from price are to be stated in written form.
9. The Buyer has the right for charging only when his / her claim is legally stated, unquestionable or acknowledged by us.
10. Unless otherwise specified, the purchasing price is to be paid without deduction within 30 days after invoice date. The Buyer has the right of retention only as far as his/ her counterclaim is based on the same contractual relation.
11. If we become aware of any circumstances, which justify legitimate doubts concerning the Buyer's creditworthiness, and if the Buyer is, in spite of respective demand, not ready to pay in advance or to provide appropriate security, we reserve the right to resign from the contract.

§5 Transfer of perils

1. The delivery of goods is generally executed ex works.
2. Risk of coincidental loss or coincidental deterioration of goods is passed to the Buyer when the Goods are placed at the disposal of the Buyer at the Seller's premises, or, in case of consignment purchase, in the moment of transfer of the goods to the forwarding agent. When the Buyer is unable to receive the goods, the risk of coincidental loss and of coincidental deterioration of the goods is passed from the Seller to the Buyer from the day on, when the Buyer is advised of the good's readiness to be dispatched. Eventually occurring storage costs are for the account of the Buyer.

§6 Reservation of property rights

1. We reserve the property right for our goods, until entire payment is received, also for all outstanding claims existing in the complete business relation.
2. In case the Buyer does not abide the contract, especially concerning the payment conditions, we have the right to cancel the contract and to collect back our goods. After taking back the goods, we have the right to use them. The revenue coming out of the exploitation of the goods is credited on the Buyer's payables appropriate costs of exploitation deducted. In case the withdrawal cannot be realized we are entitled to claim for damages.
3. The Buyer has the right to resell the goods in accordance with his / her adequate and orderly accounting business. The buyer transfers, already now, all claims against his buyers of the resold goods, to us. We herewith accept the transfer. The Buyer remains authorized to collect claims transferred to us. This authorization expires immediately when the Buyer ceases his payments.
4. In case of garnishment, other interventions of other persons or eventual damages or destruction of the goods, the Buyer has to inform us immediately. Also a change of property of the purchased subject, as well as a change of registered office has to be indicated without delay.

§7 Claims for defects

1. The Buyer has the right to claim defects only after his duly fulfilled obligations of inspection and reprimand according to § 377 HGB.
2. In case there is evidence of defect taken by us, we will eliminate it at our option and for our account, or we will deliver goods without defects (supplementary performance). The purchaser has the obligation to allow examination of the goods if demanded also by third party.
3. As character of the object of purchase, only our product description is valid. Parallel public exclamation, praise or advertising does not represent any contractual indication of the character of the goods.
4. We take responsibility according to legal law, as far as the purchaser is claiming compensation, which result of intention or gross negligence. As long our behavior cannot be proved as an intentional or grossly negligent breach of duty, the responsibility of compensation is limited to the damage, arising typically in the respective case. This is not valid for responsibility of life, body or health, neither for the obligatory responsibility according to the law of product liability.
5. The period for claiming defected goods by the purchaser is one year from the date of delivery of the goods.
6. The purchaser is not given any guaranties in the sense of Law by us. Guarantees of producer are not concerned herewith.

§8 Responsibility

1. Concerning other claims for damages we are responsible at best, in case of lightly negligent breach of duty, only for that kind of damage, that is typically arising for this kind of the object of purchase. This is valuable also for lightly negligent breaches of duty by our legal representatives or assistants.
2. Our responsibility is exclude for slightly negligent breaches of unessential duties.

3. Responsibility of guilty damage of life, body or health remains untouched. The same applies to the obligatory responsibility according the law of product liability.

§9 Place of fulfillment

The place of fulfillment for delivery is respectively the place from where the goods are sent, for payments and other liabilities reporting to the contract it is the address of the our registered office.

§10 Final Clauses

1. The law of the Federal Republic of Germany is valid. The clauses of UN Convention on Contracts for the International Sale of Goods are not applicable.
2. As an exclusive jurisdiction for all disputes out of this contract the competence of either the Regional or the County court is agreed, dependent of the value of the object.
3. Purchaser's data necessary for the execution of the order, are safe and processed for own purpose. Notification according § 33 BDSG resulted with this.
4. Should single terms of the contract, including these conditions of sale and delivery, are or become partially or completely void, the validity of the other terms remain thereof untouched. The completely or partially void term, shall be replaced by a term, whose economic success is as close as possible to that of the void term. This also applies in the event of a regulation gap.

Kroll Energy GmbH

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