



General conditions of sale Karl Strähle GmbH & Co KG

§1

Following conditions are valid for all our sales activities without exception – other conditions of customers are not valid

§2 contract:

1. The order confirmation of the customer is a binding order. We can accept the order by sending an order confirmation within 4 weeks or the goods will be sent within this period.

2. our quotes are free, for a contract, §1 is valid

3. the documents belonging to the quotation like pictures, drawings, weight/measurements as well as the datas of our catalogues are only valid, if they are especially confirmed as this.

Descriptions of the goods, for example in pre discussions to the order, brochures or advertisements are no guarantee for quality or warranty, in case they are not especially confirmed.

§3 prices:

1. Our prices are ex works, excl. packing and excluding current VAT

2. we are providing the right to increase prices once contracts are having a leadtime of more than 3-4 months. In case of price increases due to working contracts, price increase of material etc.

Once the increase is over 10% of the agreed price, the customer has got the right to cancel the order.

3. changing of goods (delivered by us) done by the customer is always done for us. In case the goods are combined with parts which are not owned by us, we are getting a partial ownership.

4. charging with other claims is only allowed once claims are agreed with us. Holding back by the customer must only be done once this is belonging

§4 leadtime, shipment, danger

1. date of delivery is not definite, in case it is not especially confirmed in writing in the order acknowledgement. The date of delivery is achieved once the goods are leaving our factory.

Delays caused by force majeure/authorities/or by our own suppliers are enlarging the agreed period of deliveries accordingly.

Once our delivery is delayed, the customer can set us a suitable second date for delivery, adjusted to the part/machine/plant which has to be delivered. After this date has passed, the customer can cancel the order.

Claim for compensation instead of the delivery is not possible, as long as we are not handling with intention of negligence.

2. for the loss caused by delayed delivery we are not accepting any claim for compensations

3. once goods have to be stored longer than one week in our factory – after having informed the customer that they are ready for pick up – we are charging a certain amount until goods will be picked up by the customer. The charge is depending on the number of days and the size of the goods.

4. goods ready for dispatch must be taken by the customer. In case he will not do it we will set a period of time – 2 weeks. After this period, we will either cancel the contract or not accept to fulfill the contract. In the last mentioned case, we are asking for compensation of 50% from the order amount incl. VAT. In case we are not defining a higher grade of damage.

5. for all our shipments: danger has to be taken

over by the customer, independent from which place the shipment goes – although in case we are shipping free of charge for the customer.

6. on the written request of the customer and on his costs we are placing a transport-insurance for transport dangers of any kind

7. packages are charged to the customer. Other agreements are requiring our acceptance in writing. In case we have to take the packages back, the customer has to pay for the re-transport back to us.

§5 ownership

1. all delivered goods remain in our ownership until all of our financial requests, no matter out of which point of law, are paid to us.

For pending invoices this right is as a security for the outstanding payments.

2. as long as the customer is not delaying the payment to us, he might sell goods owned by us in the usual business to usual conditions. As a security for us for our pending demands, the customer is giving his demands out of this business to us. We are using this right.

3. in case goods are mixed together with materials not delivered by us, we are getting automatically part of the ownership.



§6 guarantee

1. the customer is forced to check goods delivered by us asap, i.e. latest within 7 working days after delivery. This is also valid in case another good was delivered or too less goods were delivered. Claims issued too late are not belonging to guarantee.
2. faults confirmed by us are being solved either by removing the fault or by shipping fault-free goods. In case 3 trials of reducing faults or making new shipments are without success, the customer can go back from the contract or ask for reduced prices. The period of claim acc. To 1. remains unchanged also for this point.
3. additional customer requests, especially claims for compensation including losses or other damages of the customers money are not accepted. Only accepted in case of intention of negligence. Also not accepted in case customer is claiming for compensation once a guarantee given from us for quality/material etc. is not achieved with the shipment.
4. in case a duty of the contract has not been considered by us by reason of negligence, our guarantee for the foreseeable damage is restricted
5. the guarantee for goods manufactured by ourselves are valid for one year
- 5a. for goods which are subject of wear off (screws, sticks etc.) we are not offering guarantee
6. for parts which we are buying ourselves, the conditions for guarantee of the different suppliers are valid.
7. guarantee is not possible once claims are based on following items: no suitable use, mistakeable assembly/ commissioning, work against the law, unsuitable materials, replacement parts which are not delivered by us, chemical /electromechanical/electrical influences, dust, dirt, or other things causing damages, influences of 3rd persons. Besides guarantee is excluded in case the buyer has done repairs/changes without having given the seller the possibility to do it or without having our acceptance in writing to do it.
8. charges for transport and packing for the claimed goods and replacement shipments are being charged to the customer.

§7 right of ownership

- 1 at pictures, drawings, samples and other documents we are holding all our copy- and ownerights. The customer is only allowed to use it acc to the contract. Every further use, especially forwarding it to 3rd persons, must be allowed by us.
- 2 re-building of any parts of our machines/plants will be criminally followed and leads to claim of compensations.

§8 complete plants

1. for material which we are buying as a part of a complete plant like electric, seedwarming etc. we are not taking over any guarantee
2. for components, which are giving certain figures (temperature to achieve with heat exchanger etc.) we are not taking guarantee once the values are not achieved
3. plants for which we do not have exact datas (about the pressing room and other conditions) or in case the datas have been changed without our knowledge, which we should have considered while building the plant, the customer is taking over any charges for adjusting the equipment
4. on customer request we are coming to see the conditions at customers side. We are working out individual drawings, plans which are creating costs for us. In case an order will be placed, of course these costs will be credited to the customer. In case no order will be placed, we are allowed to charge these costs.

§9 storing costs

Goods, which have to be stored longer than one week - after having informed the customer that they are ready for shipment – we are charging storing fees until goods will be picked up by the customer. The amount of fees will be charged according to the days of storage:

Per day:

SK300/1 = € 30,00/day

SK250/1 = € 24,50/day

SK190/1 = € 20,50/day

SK130/3 = € 12,50/day

SK60 = € 7,00/day

Raw oil tank = € 12,50/day

Chamber filter = € 12,50/day

Automatic filter = € 12,50/day

Other things (pallets, seed warmer etc.) = € 7,00/day

§10 quotation/time of delivery

Quotations are valid for 2 weeks, once no reply was given in this time.

For complete plant, not all prices are given as single prices. Quotations are only valid in writing, verbal quotations are not valid.

After having changed quotations several times, this can be charged to the customer.

Quotations are only for the person mentioned – it is not possible to handle it to 3rd persons.

We are allowed to decide about co-operations with planning offices, architects and other companies

In case a planning office or architect is involved into co-operations between us and the customer, prices, quotations, plans etc are strictly confidential. The customer must not give this to 3rd person. In case he does so, we can claim for compensation for the caused damage.

The leadtime is starting once the order is giving to us in writing or the agreed payment conditions – once first payment is on our accounts – and starts once all questions are clarified



§11 secrets

Contracts, quotations, prices and other verbal discussions must be kept confidential
Technics or tricks given by us to the customer must be kept confidential
In case these points are not followed, we can ask for a fine for the damage

§12 special communication in writing

For payment reminders or any special letters, we are charging € 20,00/letter.
In case payment is not done, we are allowed to charge interest for the time delayed of 8%p.a. over the base-rate.

§13 used goods

For used machines, which we are only arranging the sale, we cannot take over guarantee.
For machines which we have checked and replaced some parts, we are taking over guarantee for the changed parts – for one year.
For parts which are wearing off (which were changed by us) we are not taking over guarantee.
For used machines which we are selling on request of the customer, we are getting a sales-provision. This provision is depending on the work we have, the size of the press and can be chosen by us. This provision can be kept by us from the sales price of the machine.
In case the customer is selling the press by himself, and we have made a deal before that we are selling the machine, we are getting 15% from the sales price for the work we had.

§14 payment conditions

10 days 2% (after confirmation in writing, can be done by us),
30 days net.
For production of goods, where we have to do financial outlay, we are offering different conditions.

§15 general, place of judge, law etc

The mentioned regulations are including all agreements.
No verbal points or ammendments are allowed. All changes have to be made in writing.
In case some points are not valid, this does not effect the validity of the other regulations.
Both parties are giving the necessary agreements.
Place where the contract has to be flfilled is Dettingen/Teck.
Court of jurisdiction is Kirchheim/Teck.
Only the law of Germany is valid – as long as agreed.

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