

1. Preface

These General Terms and Conditions shall apply to any and all contracts regarding deliverables and performances provided by HTV GmbH. Within running business relationships they apply for all future contracts in advance. Individual agreements shall override these General Terms and Conditions, but shall be effective only upon our written confirmation. Buyers' Conditions of Purchase shall be non-binding for us, as far as their provisions do not align with our General Terms and Conditions. This also applies, if we do not expressly contradict to the Conditions of Purchase.

2. Offers and Orders

Our offers are subject to confirmation regarding price, quantity, delivery date and ability to deliver. Orders placed shall not be valid unless confirmed in writing by HTV GmbH.

3. Prices

All prices are quoted net, exclusive of freight or postage, packaging, insurance (if desired) and incidental expenses and are payable without any deductions. The statutory value-added tax is charged additional. In case of substantial changes of the determining factors regarding our price we reserve the right of price adjustments. That applies particularly with regard to reduction of the inquired respectively quoted quantities.

HTV GmbH shall be entitled to charge the respective present minimum order value when generating samples without receiving a corresponding order at the latest after 2 (two) months.

Arising expenses regarding handling of unjustified complaints, e.g. based on component failures during Buyers' production process and/or subsequent treatment, are charged with 250 Euro per incident.

4. Deliverable and Performance

4.1 Terms of Delivery

We endeavour to keep the estimated delivery dates predetermined by the Buyer. However, HTV GmbH shall not assume any liability for the observance of deadlines.

Agreed delivery deadlines shall be considered as met if HTV GmbH, prior to deadline expiry, delivers the goods to the carrier, agreed upon respectively chosen upon, in sufficient time so that the goods could reach the Buyer in a course of time which is usual for such a delivery.

In case of potential delay in the delivery an appropriate period of grace of minimum 6 (six) weeks shall be granted. The contractual partner shall be entitled to withdraw from the contract after period of grace has elapsed and our attempts were without success as well. Compensation of damages based on non-performance are excluded, also after expiring date, insofar as not otherwise stated in section 9 of these General Terms and Conditions. Partial shipments are not allowed.

Should we be prevented from the fulfilment of contractual obligations due to unforeseeable circumstances – e.g. war, natural disasters, terrorist attacks, acts of sabotage, accidents, labour disputes, acts and omissions of third parties or public bodies, governmental bodies or military bodies, transportation delays, shortage of raw materials or delay in delivery of important operating materials, raw materials – ,not caused by HTV GmbH, the period of delivery shall be extended for the duration of such circumstances plus a reasonable start-up time.

HTV GmbH shall be entitled to withdraw from the contract, if the goods to be delivered as agreed upon are not available anymore throughout the market. This is not valid, if the Buyer agrees to accept others than the ordered products and if the technical data of these products is identical or if the deviation to the values of the ordered product is only negligible. Are the alternate products technically higher specified, HTV GmbH shall be authorized to adjust the purchase price using equitable discretion.

The aforesaid is also valid, if HTV GmbH is obliged to arrange compensation delivery based on warranty, mal-performance or non-performance – as far as claims for subsequent delivery are excluded in the aforesaid –. Section 3 of these General Terms and Conditions shall remain unaffected.

4.2 Laboratory Work - Right of Withdrawal

If the obligations can't be fulfilled by HTV GmbH the general principles of law apply, provided that the impossibility is generated on a reason we are responsible for. In this case we are released from the timely fulfilment as long as it is reasonable regarding general business dealings. The right of supplementary performance shall remain unaffected.

Only in the case of unacceptability the Buyer shall be entitled to withdraw from the contract and to re-demand payments already made.

Any further demands are excluded. If unforeseen occurrences, we are responsible for, take place and have a strong impact to the economical importance or to our company, we are entitled to cancel the contract. Based on the realization of the consequences of the occurrence we are obliged to inform the Buyer without delay. Services rendered by us at this stage already have to be paid.

5. Shipment

All our shipments are made freight collect. The Buyer shall bear all risks regarding transportation in case of shipment and delivery on call. This shall also apply in cases where delivery is effected freight or packaging paid as agreed. All shipments – including any returns – are exclusively shipped at the Buyers' risk.

6. Payment

6.1. Laboratory Work

Our invoices for laboratory work are payable within 10 (ten) days net from date of invoice.

6.2. Delivery of Goods

Invoices for delivery of goods are payable within 10 (ten) days net cash from the date of invoice without deduction of postage and other expenses.

6.3. Cheques

Cheques shall only be accepted in performance subject to cashing. Retentions of title and prolonged reservations of titles pursuant to section 7 of the present General Terms and Conditions shall continuously be effective until the amount due has irrevocably been credited to us.

In case payment dates are exceeded we shall be entitled to charge interest for default at the usual bank rates. The Buyer shall not be entitled to any rights of set-off, unless his counter-claims have become legally effective or are uncontested. Payments are to be transferred to one of the accounts specified, without exception. The right to refuse performance or the right of retention is excluded for traders.

7. Retention of Title

Delivered goods, tradable according to the rules of business dealings only, shall remain Sellers property, until complete payment of all claims resulting from the business relationship has been effected by the Buyer.

The Buyer at this stage already assigns any claims to HTV GmbH with first rank which may result from a resale to a third party as up to the invoice amount of the resold goods plus packing costs or portion of packing costs and value added tax. HTV GmbH accepts assignment of the claims. The Buyer is entitled to collect claims resulting from the reselling until revoked by the supplier. The Buyer is obliged to keep the amount separate and to transfer it to HTV GmbH without delay.

Should our goods be processed by the Buyer into new products, there is mutual consent from both parties, that we acquire joint-ownership in the form of secure property rights in accordance with the proportion of our goods to the sale price of the other processed articles. The Buyer shall keep the new products in custody for us, free of charge. HTV GmbH shall be entitled to demand the direct property or joint possession of the new manufactured product at any time.

If the Buyer sells the new products, belonging to the joint-ownership of HTV GmbH, to a third party, the Buyer shall at this stage already with first rank assign the part of his purchase price claims to HTV GmbH up to the proportion of the purchase price of the delivered and processed goods plus packing costs or portion of packing costs and value added tax. HTV GmbH accepts the assignment of the claims.

If, based on the herewith agreed retention of title, the total value of the collateral security exceeds our claim by more than 20 (twenty) %, the Buyer shall be entitled to demand the release of the goods or to request reassignment for the exceeding security value (collateral security plus 20 (twenty) %).

The Buyer shall without delay inform us - either by phone or electronic mail as well as by simultaneous mail containing the transcript of the bailiffs' return respectively the forfeiture order - regarding any possible distress or other sanctions to the goods subject to reserved ownership respectively the joint-ownership or rather the assigned claims to HTV GmbH.

In case of cessation of payment, filing an application regarding insolvency proceedings, start of an optional conciliation out of court, protest of a cheque, protest of a bill or in case of recent distress Buyers' right of resale as well as the right of processing shall expire for the goods subject to retention of title and collection of outstanding accounts. Bad debts recovered regarding the assignment of a claim shall be kept on a special account and shall be transferred immediately to us. A possible take back of goods by HTV GmbH takes place only in order to secure the claims; it does not constitute a cancellation of the contract, even though partial payments have been agreed upon.

8. Warranty

8.1. Delivery of Stocks

All goods delivered by us are normally produced on the part of any third parties. The product specifications we use originate from the manufacturers. These technical data shall be deemed approximate only and do not denote guaranteed characteristics according to custom and usage.

The Buyer shall inspect the goods delivered immediately upon their arrival. Quantitative and type-dependent complaints as well as complaints of parts showing defects visible from the outside shall be considered only in written form within a period of 10 (ten) working days from the date of receipt of goods. Based on business dealings any other quality-dependent and/or feature-specific defects shall be notified in writing within a period of 1 (one) month from the date of receipt of goods.

Omission of submitting complaints will lead to an exclusion of additional warranty claims.

For justified complaints, rectification of defects or compensation delivery shall be performed, if possible. Further claims on the part of the Buyer - on whatever legal basis -, are excluded, also for indemnity for indirect damage and compensation for any consequential harm caused by defective goods, insofar as not otherwise stated in section 9 of these General Terms and Conditions.

The claim shall expire in case of subsequent processing and/or alteration of the goods, misapplication regarding their technical designation and in default of reshipping goods to HTV GmbH within a reasonable time set by us. The Buyer shall bear the risk for damages caused by unprofessional packaging during reshipping. The Buyer agrees to inspect the incoming goods for defects prior to subsequent processing. Guarantee does not apply to usability of delivered goods regarding Buyers' designated purpose.

8.2. Laboratory Work

The conditions stated in our order confirmations are decisive for the scope of supply. The Buyer shall notify defects to the Seller in the form of a written, specified complaint no later than 10 (ten) days after receipt of goods.

HTV GmbH shall be liable for all incorrect services ascertained insofar that HTV GmbH performs the service again in proper style and at no charge, provided that no repairs to or alterations on the goods are carried out by the Buyer.

All types of additional demands are excluded, except the legal case of gross negligence.

9. Limitation of Liability

Our liability for damages, as well as the one of, respectively for, our legal representatives and executive staff, regarding impossibility of performance, default damages, default in performance of contract, omission on completion of the contract, breach of rework obligations as well as unlawful act is excluded, unless the causal facts for liability are according to intent or gross negligence. The same is valid for the liability of our auxiliary persons.

The liability on the merits of HTV GmbH for slight negligence based on violation due to substantial contractual duties or default in delivery is limited to foreseeable and consequential damages as well as to the order value up to a maximum of Euro 30.000.

Also excluded is our liability in business connections with registered traders regarding intent or gross negligence on the part of auxiliary persons, unless it concerns the breach of essential contractual duties.

10. Export

The goods delivered are subject to German export controls - and where manufactured in the US - US export controls and embargo restrictions. Re-exporting goods from Germany is subject to permission by the Federal Office of Economics and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle in Eschborn/Taunus) only. Above all, any goods manufactured by US producers require a special permission from the competent US authority (Office of Export Control in Washington) for the export from Germany. Information may be obtained from the trade departments of the US consulates and the Federal Office of Economics and Export Control.

The Buyer shall at all times comply with all applicable export regulations up to the end-user. Infringements provide penal liability.

11. Place of Fulfilment, Place of Venue

Place of Fulfilment for deliveries and payments is our Head Office in Bensheim, Germany. The sole place of venue for all disputes in connection with the contractual relationship - also for law-suits regarding documentary deeds and cheques - is Bensheim, provided the purchaser is a registered trader. The laws of the Federal Republic of Germany shall apply solely to the exclusion of the Convention of the United Nations concerning contracts on the International Sales of Goods dated April 11, 1980.

Only the original German-language version of these Terms and Conditions are legally binding.

12. Miscellaneous

If individual provisions of the contract should be or become invalid, the validity of the remaining provisions shall not be affected thereby.

Invalid provisions are to be replaced by the legally effective provision which comes closest to the contents of the invalid provision and which most closely corresponds to the parties' economic interests in the invalid provision.

The Buyer shall transfer rights against HTV GmbH to third parties only upon prior approval on the part of HTV GmbH unless it is an assignment of a debt which is either confirmed by us in writing or legally binding.

In accordance with the Federal German Data Protection Act we hereby declare that we save and process data in our IT systems.