



General Terms And Conditions of KSP Werkzeugmaschinenservice GmbH, Detmold, Germany

1. Contract contents

- 1.1 Our deliveries only follow these General Terms And Conditions.
- 1.2 Additional agreements to this contract, especially assurances or changes of its determinations, require the written form.
- 1.3 The customer demands for services in written form specifying an order number and under acknowledgement of this General Terms And Conditions of KSP Werkzeugmaschinenservice GmbH.
- 1.4 With the written order confirmation the order is considered as accepted by KSP Werkzeugmaschinenservice GmbH. These General Terms And Conditions are then part of the achieved contract with the customer approved by the order confirmation of KSP GmbH.
- 1.5 If the order confirmation deviates from the customer's order and these deviations are not objected within 30 days the order confirmation is legally binding.s
- 1.6 Hardware parts (electronic devices, engines, cables and others) not being delivered by KSP GmbH no warranty will be accepted by KSP GmbH. The charging of the installation and operation of these parts is always based on the expense even if a budget price/price estimation was given before.
- 1.7 KSP GmbH is not liable for delays while transacting the contract or impossibilities happening to her as far as not being responsible for the circumstances causing them.
- 1.8 It is expressly agreed upon that the non-receipt of export or import licenses or other government permissions being necessary for deliveries are accepted as higher force that KSP GmbH can not be hold responsible for.
- 1.9 Our services base on the following conditions always from Monday to Friday between 8.00 am and 4.00 pm (normal working time). According to requirements services will take place at the customer's site or at the KSP GmbH site at Detmold. The normal working time includes 8 working hours plus legal breaks. Monday to Friday from the 8th hour or 4.00 pm on or Saturday for the first two hours 25% or Saturday from the 3rd hour on 50% will be added to the charging. Monday to Friday 9th and. 10th hour or from 5.00 pm on 25% and from the 11th hour on 50% will be added to the charging. For Sunday and holiday 100% will be added to the charging.
- 1.10 Due to accident protection regulations it is necessary that the customer or someone ordered by him is present during the service's time at the service's place. The customer is liable for hardware not produced or delivered by KSP GmbH meeting public security regulations.
- 1.11 Services will be carried out by KSP GmbH service personnel or by qualified third party personnel ordered by KSP GmbH in written form. We presume the client's written permission.
- 1.12 The customer must secure all stored data before services will be carried out so that they can be restored under acceptable expense in case of deletion.
- 1.13 Contract basics and assumption for services in foreign countries are:
 - the acknowledgement of the country by the Federal Republic of Germany
 - the connection of the country onto the international line network of air routes
 - an equivalent public transportation system
 - worldwide telephone communication.



1.14 KSP GmbH reserves service's denials if the personnel's security is estimated as not guaranteed or the service's success is not to be expected.

2. Delivery and transportation

2.1 The goods delivery will start at the KSP GmbH site, Detmold or, if ordered by us, directly at the manufacturer's or between supplier's site. When the goods readiness is reported all risks, especially deterioration or sinking of the goods, go to the debit of the customer.

2.2 Packing cost go to the debit of the customer.

3. Retention of title and assignment in advance

3.1 The delivered goods remain property of KSP GmbH until all claims based on the contract are fulfilled.

3.2 The customer hereby assigns all claims of passing reserved goods with the respective invoice value to KSP GmbH..

3.3 If the value of the collateral exceeds the pecuniary claim of KSP GmbH more than 20%, KSP GmbH will release the exceeding part of the collateral on the customer's demand.

4. Installation, starting up and repairs

4.1 The installation of our delivered goods onto the machine will be done by the customer if not agreed differently and to his costs and means.

4.2 The starting up of a NC control at the customer's site as well as the starting up at the final customer's site must be carried out by our service personnel. Under written agreements with the customer special cases may allow a second starting up carried out by the accordingly trained customer's personnel.

The starting up carried out by us is liable for costs and will be charged based on the rates of the current valid price list.

4.3 The starting up of a NC control at the customer's site and the starting up at the final customer's site are acknowledged as finished with the final acceptance, the customer's signature under the starting up / working and mounting report of KSP GmbH.



5. Warranty

- 5.1 KSP GmbH takes over warranty that their delivered goods are free of lacks of working and processing errors at the moment of delivery. Due to this warranty KSP GmbH is obliged to repairs only if the appropriate lacks were communicated immediately by the customer and were confirmed by KSP GmbH personnel ordered to the service. According to 366.7 HGB.
- 5.2 The KSP GmbH takes over warranty for the controls and other delivered goods or devices in that way that services done by trained personnel and the availability of spare parts are provided for the minimum of one year from the day of delivery on.
- 5.3 Non-conforming services will be reworked by a cost-free additional repair or exchange as an electively choice by KSP GmbH.
- 5.4 There is a 6 month warranty for hardware spare parts and a 3 month warranty for software upgrades.
- 5.5 Further warranties, especially claims for damages, are excluded.
- 5.6 The period of limitation for warranty claims is 12 month from the service's moment on and prolongs by the time of an eventually rework
- 5.7 The warranty is void if hardware and/or software was improperly used or changed or their original technical signs were changed or removed without the written confirmation by the KSP GmbH.
- 5.8 KSP GmbH does not take over warranty for information on software if the period of limitation for warranty of the corresponding software has already expired.
- 5.9 Insignificant deviations of specifications in manuals, software or goods descriptions or other documentations can be caused by exchange modules with a newer technical revision condition. They may cause adaption expense on the customer's side within his systems.
- 5.10 Parts exchanged during repairs will become property of KSP GmbH. Spare parts not being taken back by KSP GmbH service personnel must be sent to KSP GmbH by the customer immediately at his own cost..
- 5.11 The period of limitation for warranty for delivered devices lasts 12 month. The period of limitation for warranty for a delivered control starts with the date of the starting up / working report of KSP GmbH service personnel signed by the customer, respectively after the installation and approval of the control.
- 5.12 Excluded among others are malfunctions as a result of :
 - installations not corresponding to the manufacturer's connection conditions;
 - inappropriate use of our delivered goods;
 - malfunctions of the electricity supply, atmospherical malfunctions;
 - Starting up the control prior to the 1st or 2nd starting up or after a relocation without the presence repectively the appropriate checking by KSP GmbH personnel.
- 5.13 As far as KSP GmbH will be confronted with compensation based on their warranty compensation claims out of loss of profit and indirect damages are excluded.
- 5.14 Compensation claims against KSP GmbH prescribe within 6 month after notification.



6. Software products

- 6.1 All software being delivered separately or integrated is the exclusive property of KSP GmbH respectively third manufactureres named by KSP GmbH. It is expressly agreed that ‚sale’ of software means deployment of the data medium but in no way any kind of transfer of property. The software respectively.the data media remains property of the KSP GmbH repectively third manufacturers even if sold. The same applies to all possible rights derived from using the software.
- 6.2 Through the software purchase the customer has the non-transferable right to use the single software product copy, which is the sales object, alone and direct only and exclusively install and use on his own hardware product bought from the KSP GmbH or expressly defined by the KSP GmbH.
- 6.3 Besides the cases mentioned above the customer and /or consumer does not have the right to use, copy, reproduce or transfer software products on other systems than those manufactured or expressly defined by KSP GmbH and to spread discovered inventions, know how and generally included original features owned by third parties.
- 6.4 The customer or user is not allowed to change the software in any way. This exclusively remains to KSP GmbH or other qualified companies entrusted with this task by KSP GmbH.
- 6.5 The customer is responsible for providing the software for the final customer as a license with the same restrictions named above.
- 6.6 It is expressly agreed that KSP GmbH has the right to abandon the customer service in case of the violation of the provision given before.
- 6.7 If the customer uses the delivered software otherwise violating the provisions given before or delivers it to a third party or makes it accessible apart from this the customer will have to pay a general compensation at the height of Euro 50,000 without any detailed proof. The raising of a higher claim remains open. According to 309.5 HGB

7. Withdrawal form the order

- 7.1 If the customer cancels orders partly or fully the following amounts as a percentage of our list prices of the delivery will fall due to payment immediately :

Receipt of cancellation	cancellation costs
during the delivery month	15%
less than 30 days prior to delivery	10%
up to 60 days prior to delivery	5%
more than 60 days prior to delivery	0%

- 7.2 Orders can not be cancelled after delivery.



8. Documentation

- 8.1 Each drawing or technical document referring to hardware products handed over to the customer by KSP GmbH remain property of KSP GmbH and can not be used, copied, reproduced or handed over to a third party without permission of KSP GmbH.
- 8.2 The customer has to hand over the complete documentation necessary for function and maintenance to the final customer.

9. Export limitations

The customer notices that the M&S Machine and Electronic Distribution GmbH has informed him that a re-exportation of goods depends on the receipt of the appropriate license and commits oneself to request it if necessary.

10. General provisions

If KSP GmbH in a given case should not use rights based on this or an equal contract therein lies no fundamental abandonment.

KSP GmbH disposes of her own service for activities on troubleshooting and maintenance located at Detmold, Federal Republic of Germany.

11. Customer service charges

11.1 Customer services will be charged:

- at cost
- at a fixed price agreed on in advance
- at all-inclusive rates
- These all-inclusive rates are only valid if the services take place within one year after the order.

11.2 A minimum of one working hour will be charged for each order. Further started hours will be rounded up to half hours.

11.3 Material expenses and travel costs will be charged additionally.

12. Material

KSP GmbH may exchange or repair defective hardware at their own option. The exchanged hardware's property passes on to KSP GmbH. At cost exchanged assembly groups and modules and other spare parts will be charged at the particular exchange price. It is required that it is a matter of parts or elements being repairable after having failed out at a normal strain. Modules or parts will be classified as irreparable if

- they are damaged outwardly (burned, broken etc.)
- they were changed electronically or mechanically
- their repair is a delimited option

The exchange of irreparable elements/modules will be charged at the original price. These exchange devices remain property of KSP GmbH until performance of all payment claims which are due to KSP GmbH by this contract.

In case of an urgent delivery the urgent purchase price will be charged.



13. Shipment

- 13.1 The shipment of defective hardware has to take place with notification of KSP GmbH part id number or the individual part id number.
- 13.2 The customer takes all risks (loss, transportation damages etc.) related to the hardware shipment; he also takes care for the professional packing.
- 13.3 All costs for transportation to and from are duties on the customer's account with the exception of warranty.

14. Payment conditions

All invoices are payable within 14 days after the date of issue without any rebate plus legal VAT.. In case of long-term working periods partial invoices will be issued. Only indisputable or legally recognized claims allow nettings.

- 14.1 Nettings can only be done with indisputable claims.
- 14.2 If the payment by letter of credit is foreseen the customer has to submit an irrevocable letter of credit verified by a german bank at KSP GmbH 1 month or earlier prior to the delivery date.
- 14.3 From the day fo delay on KSP GmbH has the right to claim an interest for delay equivalent to the usual bank interest plus an additional 5% p.a.. Claiming an additional loss is not excluded by this

15. Liability

- 15.1 A liability of the KSP GmbH for any legal reason including unauthorized action or impossibility only exists in case of rude negligent or deliberate causation, unless, that the culpable violation relates to a promised feature or a compatible confidential statement of facts.
- 15.2 For all other damages a liability for light negligence is excluded for any legal reason.
- 15.3 As far as compensation claims are excluded or restricted following the conditions mentioned above this exclusion also includes the liability for subcontractors and executive employees as well as the personal liability of KSP GmbH personnel..

16. Place of jurisdiction

Detmold, Federal Republic of Germany