

1. **Scope**
 - 1.1 All our transactions are exclusively governed by our Terms and Conditions of Sale. We do not accept Purchaser's terms and conditions of purchasing which contradict or go beyond our Terms and Conditions of Sale, unless expressly approved by us in writing. Our Terms and Conditions of Sale also apply if we execute the delivery to the Purchaser without any reservation, knowing that the Purchaser's conditions are contrary to or differ from our Terms and Conditions of Sale.
 - 1.2 Our Terms and Conditions of Sale also apply to all future transactions with the Purchaser, even if no reference is made to our Terms in an individual transaction.
 - 1.3 Our Terms and Conditions of Sale only apply in dealings with businessmen in the sense of § 24 AGBG (German General Terms and Conditions Act).
 2. **Quotations and contract conclusion**
 - 2.1 All prices named in our price lists and quotations are subject to change. Contract conclusions and other agreements, in particular oral ancillary agreements and guarantees by employees or representatives, only become binding when confirmed by us in writing.
 - 2.2 We reserve the property rights and copyright in all drawings, illustrations, or other documents; they must not be disclosed to third parties without our express consent in writing.
 3. **Prices, packaging**
 - 3.1 Unless agreed otherwise, our prices are net prices including loading ex works. Our prices do not comprise legal value added tax; the VAT applicable at invoice date will be itemized separately in the invoice at invoice date.
 - 3.2 Costs for packaging, freight, insurance, customs and taxes, if applicable, which directly or indirectly affect the delivery shall be paid by the Purchaser.
 - 3.3 Our goods are dispatched in transport packaging which meets minimum requirements in terms of stability. It consists of re-usable, environmentally friendly, recyclable materials. We do not pay a share of the disposal costs.
 - 3.4 As far as we are obliged to take back transport packages in compliance with the Packaging Ordinance, the packages must be returned to us free of charge.
 4. **Payment, default in payment**
 - 4.1 The purchase price for the goods and services provided must be paid within the agreed period of time, but not later than 30 days after dispatch in cash or by transfer to our account, independent of the receipt of the goods.
 - 4.2 Money orders, checks and bills of exchange will only be received following specific agreement and only as payment; all collection and discount expenses will be invoiced. We expressly reserve the right to refuse such payment.
 - 4.3 Unless Purchaser's counterclaims are undisputed, have been legally established or accepted by us, the Purchaser shall not be entitled to retain payments or offset its counterclaims.
 - 4.4 In case of default in payment, we have the right to charge interest in the amount of the respective bank rates for overdrafts, or as a minimum at 9% above the respective base lending rate of the ECB. We reserve the right to assert further damages attributable to such default.
 - 4.5 We have the right to demand immediate payment of all our claims in case of Purchaser's non-compliance with the terms of payment, or if, after conclusion of the contract, we become aware of circumstances giving rise to doubts concerning the Purchaser's readiness to pay, such as unfavorable reports, deterioration of Purchaser's financial situation, initiation of settlement or insolvency proceedings in or out of courts against Purchaser's assets, bill protests, debts from other contracts and deliveries not paid in accordance with the applicable terms, etc. In this case, we also have the right to effect outstanding deliveries against prepayment only. Failing prepayment, we are entitled after a reasonable additional period to withdraw from the contract for non-performance. We may furthermore forbid the resale and processing of the delivered goods and demand their return or transfer of the direct ownership in the delivered goods at Purchaser's expense. In this case, we have the right, after previous announcement and setting of a deadline, to enter the Purchaser's premises, seize the delivered goods, and make the best possible use of them by selling them in the open market for setoff against the outstanding purchasing price minus any costs incurred.
 5. **Delivery, delivery periods**
 - 5.1 Delivery periods and dates are approximations only unless expressly confirmed by us in writing as binding. The delivery period starts on the day of our order confirmation but not before clarification of all technical and commercial details, as well as submission of approved drawings, releases, receipt of any agreed downpayment, and the official approvals if applicable. Any modifications in the design of the delivery item demanded by the Purchaser within the delivery period result in an interruption and corresponding extension of the delivery period.
 - 5.2 The delivery period is considered met when the delivery item has left the factory prior to its expiry, or readiness for dispatch has been reported.
 - 5.3 Our obligation to deliver rests as long as the Purchaser is in default.
 - 5.4 Partial deliveries are permitted.
 - 5.5 The agreed delivery periods shall be extended appropriately in case of measures in the frame of labor disputes, in particular strike and lockout as well as the occurrence of unforeseeable obstacles outside of our range of responsibility, if such obstacles probably affect the completion or delivery of the delivery item to a significant degree. This likewise applies if these circumstances occur at sub-suppliers'. Also if they occur during an existing delay, the above circumstances are outside our range of responsibility. In important cases, we shall inform the Purchaser as soon as possible about the start and end of such obstacles. In these cases, we have the right to withdraw from the contract without paying damages.
 - 5.6 If we are in default, the Purchase must grant us a reasonable additional period in writing. If we fail to dispatch the delivery item during this additional period, the Purchaser has the right after expiry of such period to withdraw from the contract in respect of those parts which have not been dispatched prior to expiry of such period. The Purchaser can only withdraw from the contract as a whole if the partial deliveries made before are of no use to the Purchaser. Any further claims for default, in particular claims for damages, are excluded unless the default has been caused intentionally or with gross negligence. In case of gross negligence, our liability for damages is limited to the compensation of the damage foreseeable at the time the contract was concluded.
 - 5.7 Compliance with the delivery period is subject to compliance with the contractual obligations by the Purchaser.
 6. **Shipping, passing of risks, delayed acceptance**
 - 6.1 All shipments are at Purchaser's risk. Mode and route of dispatch are at our discretion, as far as possible under consideration of Purchaser's preferences. We are not obliged to insure the goods against transport damage.
 - 6.2 Risk passes to the Purchaser at the latest with dispatch of the delivery items. This shall also apply in case of partial deliveries if we pay the shipment costs or if we procure the shipment of the delivery item.
 - 6.3 Goods announced ready for dispatch must be called off immediately. Otherwise, we have the right to dispatch them at our discretion at Purchaser's expense and risk, or to store the goods and invoice them immediately.
 - 6.4 If the dispatch is delayed for reasons not attributable to us, the risk passes to the Purchaser on the day the goods are ready for dispatch.
 7. **Retention of title**
 - 7.1 Until payment of all claims for any legal reason whatsoever, the deliveries shall remain our property even if the purchasing price for particular deliveries has been paid. In case of a current account, the retained property serves as collateral for the account balance. Processing of goods subject to retention of title is carried out for us as manufacturer under exclusion of acquisition of ownership pursuant to § 950 BGB (German Civil Code) without obligation to us. For the supplier, the processed goods serve as collateral for the goods subject to retention of title to the amount of the invoice.
 - 7.2 When the Purchaser processes the goods together with other goods not belonging to us, we acquire co-ownership in the new thing in the ratio of the value of the goods subject to retention of title to the other goods at the time of processing. Otherwise, the new thing created by such processing is subject to the same conditions as the goods subject to retention of title. The new thing is considered goods subject to retention of title in the sense of these Terms.
 - 7.3 The Purchaser must not dispose of the goods still in our property by means of sale, pledging, transfer by way of security, or otherwise. Resellers have the right to sell the goods in the course of regular business transactions provided they retain title in the goods.
 - 7.4 The reseller herewith assigns its rights from the retention of title as well as its claims from the resale to us as collateral for all our claims from the business relation, irrespective of whether the goods subject to retention of title are resold without processing or after processing, and to one or several purchasers.
 - 7.5 If the Purchaser sells the goods subject to retention of title together with other goods not belonging to us without processing or after processing, the assignment of claim is limited to the value of the goods subject to retention of title. This applies analogously if the goods subject to retention of title, on their own or together with other goods, are an item or a partial item of a contract for work services or a similar agreement. At our demand, the Purchaser shall inform the third-party buyer of the assignment so that we receive payment.
 - 7.6 The Purchaser must not dispose of the goods subject to retention of title in a way not in compliance with the regulations in paragraphs 7.4 and 7.5.
 - 7.7 We have the right to offset payments received with the claims for which the entire collateral has been created.
 - 7.8 The Purchaser must inform us immediately of any attachment or other charge by third parties.
 - 7.9 If the value of the existing collateral exceeds our claims by a total of more than 20%, we are obliged, at Purchaser's request, to release collateral of our choice.
8. **Warranty, notice of defects**
 - 8.1 **At delivery of products**

The proper function of products delivered in individual components can only be warranted if the product in question is assembled by or at least under supervision of Lanner personnel. Under exclusion of further claims, we take liability for defects in the delivery as follows:

 - a) We shall, at no costs for the Purchaser, rework or at our sole equitable discretion replace all those parts which, within 12 months (or 6 or 4 months for multi-shift operation) after commissioning, become unusable or significantly affected in their use by reasons probably attributable to a circumstance originated before the passing of risks, in particular defective design, poor materials, or faulty workmanship. We must be informed of any such defects in writing immediately after detection. Replaced parts are our property. In case of a delay in the shipment, installation or commissioning for reasons not attributable to us, our warranty liability will expire not later than 12 months after passing of risks. In respect of third-party products installed in our units, motors, electrical systems etc., our liability is limited to the assignment of our liability claims vis-à-vis the supplier of such products. The Purchaser's right to assert claims for defects is subject to Purchaser's fulfilling its legal obligations pursuant to § 377 HGB (German Commercial Code). We do not take liability for defects due to the following causes:

Unsuitable or improper use, faulty assembly or commissioning by Purchaser or third parties, natural wear, faulty or negligent handling and in particular excessive wear, unsuitable production equipment, replacement materials, faulty construction work, unsuitable underground, chemical, electro-chemical or electrical connections unless attributable to reasons for which are to blame.
 - b) In case of a justified immediate notice of defect, the Purchaser is entitled to rework of defective parts. At our own discretion and under appropriate consideration of the Purchaser's interest, we may deliver replacement parts or reimburse the Purchaser for the reduced value instead of carrying out rework. The Purchaser shall grant us a reasonable period of time for carrying out rework and allow us at least two attempts at rework; Purchaser's failure to do so will release us from our warranty obligation. The Purchaser has no right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of its expenses from us, unless in urgent cases where the operational safety is in danger, of which Purchaser must inform us immediately, or unless we are in default rectifying the defect.
 - c) If we do not, or not as contractually agreed, fulfill our obligation to rework, or if rework is unsuccessful, or if we otherwise fail to meet our warranty obligations pursuant to para. d), the Purchaser is entitled to reduce the price or, at its own discretion, to cancel the contract.
 - d) Of the costs directly incurred in connection with the repair or replacement delivery, we shall pay the costs for the replacement part including shipment and the reasonable costs for removal and installation, plus - if their presence is reasonably required in the individual case - the costs for sending out our installation personnel and helpers, provided the complaint proves to be justified. Otherwise, these costs must be borne by the Purchaser.
 - e) The same warranty as to the delivery item applies to the replacement part and the rework. The period of liability for defects in the delivery item is extended by the duration of the business interruption due to the rework.
 - f) We will not take liability for the consequences of any modifications and repairs done by the Purchaser or third parties improperly and without our previous consent.
 - 8.2 Regarding delivery of third-party products:

Regarding delivery and assembly of third-party products, our liability for the delivery and assembly is limited to the assignment of our liability claims vis-à-vis the supplier of such products. The terms and conditions of the third party are available on request.
 - 8.3 Lanner is obliged to carry out supplementary performance exclusively in its own headquarters. The Purchaser shall arrange for the dispatch thereto. The Purchaser shall advance the transport costs incurred. If the notice of defects proves to be justified, Lanner shall refund the necessary transport costs.
 - 8.4 **Miscellaneous:**

Warranty claims will only be considered if submitted to us in writing. Any other warranty claims beyond the above are excluded. Claims for compensation of damage not occurred in the delivery item itself (consequential damage) are dealt with in accordance with Art. 9. In the absence of guaranteed properties, claims for damages can only be asserted as far as the respective guarantee was given explicitly to protect the Purchaser from damage of the kind actually occurred now.
 9. **Liability**
 - 9.1 Unless provided otherwise in these Terms and Conditions, we take liability for compensation for violation of contractual or extra-contractual duties only in cases of intent or gross negligence. However, we take liability for intent and gross negligence of non-management vicarious agents only if they violated a major contractual obligation.
 - 9.2 All claims against us for any legal reason whatsoever will become statute-barred after one year at the latest, unless shorter limitation periods are specified by law or in the Terms and Conditions of Sale.
 - 9.3 Claims for injury to persons or damage to privately used items pursuant to the Product Liability Act remain unaffected by the above regulations.
 10. **Place of performance, place of jurisdiction**
 - 10.1 Place of performance for our products and services is our place of business.
 - 10.2 Our place of business is likewise the place of jurisdiction for any disputes concerning checks and bills of exchange, all disputes arising directly or indirectly from the contractual relation, and for judicial dunning proceedings. We have the right to bring charge against the Purchaser at its general place of jurisdiction.
 11. **Final provisions**
 - 11.1 These Terms and Conditions as well as the entire legal relations between us and the Purchaser are subject to the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods.
 - 11.2 Ineffectiveness of one clause of these Terms and Conditions does not affect the validity of the remaining clauses.
 - 11.3 The Purchaser's rights from the legal transaction with us cannot be assigned.
 - 11.4 In case of apparent errors made by us in the quotation, the order confirmation, or the invoice, we have the right to contest the contract or withdraw from it.
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