

General terms and conditions

1. Scope / commitments

1.1. The order cannot be considered as accepted until INOTEC ENGINEERING GMBH has confirmed it in written form. Unless written form the offer has to be considered without obligation. Telegraphic, telephone or verbal additions, modifications or additional agreements require a written confirmation from INOTEC ENGINEERING GMBH also for the transaction validity.

1.2. Documentations which are belonging to the offer like illustrations, graphics, weight indications or dimensions are only approximate authoritative as far as they are not signified explicit as obligatory. Same does apply to performance figures and consumptions; construction conditioned modifications can be changed without prior notice. All rights of documents such as drawings, plans and samples are reserved to INOTEC ENGINEERING GMBH. These documents may not be processed nor reproduced nor made available or forwarded to third parties.

2. Prices and payment

2.1. Unless particular agreement prices apply including the current rate of VTA and for delivery ex work including loading but without packaging. Packaging will not be taken back.

2.2. Failing particular agreement payments have to be settled cash to INOTEC ENGINEERING GMBH without reductions, net, free and immediately after reception of the invoice.

2.3. In the case of a default in payment the customer is obliged to pay annuities at a rate of 5 % above the current base rate of the Deutsche Bundesbank, without a need of a delay reminder. The assertion of a higher loss has been reserved.

2.4. Discount charges and all costs associated with the discharge of the cheque or bill of exchange will be borne by the customer.

2.5. The caution of payment or summation regarding counterclaims between INOTEC ENGINEERING GMBH and the customer is excluded.

2.6. INOTEC ENGINEERING GMBH reserves the right to adjust the prices in the case of increase in the costs of significant materials and labour.

2.7. In case of processing and constructional assignment, 35 % of the assignment is due immediately after receiving the confirmation of order by Inotec Engineering GmbH.

3. Reservation of rights and ownership

Until complete payment of all outstanding debts against INOTEC ENGINEERING GMBH (also account balances) and eventual liabilities (in particular issuance of bills of exchange in the interest of the customer) we ensure the follow security:

3.1. INOTEC ENGINEERING GMBH expressly reserves the right to ownership until payment is made in full.

3.2. If the delivery item will be combined with other variable things so that it becomes a separate article and if this article becomes main object we declare that the customer (if he is the owner of the main object) transfers his ownership to INOTEC ENGINEERING GMBH proportionally (according to the value of the delivery item to the value of all combined things). The customer retains the part-ownership for INOTEC ENGINEERING GMBH. For this legally acquired ownership of INOTEC ENGINEERING GMBH, further applications are written in this part. If the customer should dispose of the reserved goods, all claims by the customer against third parties resulting from such disposal up to the amount of the still unresolved claims are to be considered to have been assigned to INOTEC ENGINEERING GMBH for the purpose of payment.

3.3. The customer is allowed to resell the item only through proper business. Resell is especially not allowed if claims against third parties are assigned or if the assignment is excluded. The authorisation of resell is also omitted in discontinuation of payment as well as in delay. All other disposals especially pledge or assignment as security is forbidden. In case of seizure of the reserved goods by a third party including attachment, confiscation or similar actions, the customer is to indicate INOTEC ENGINEERING GMBH's right of ownership and to notify INOTEC ENGINEERING GMBH immediately. The customer will completely indemnify INOTEC ENGINEERING GMBH for all expenses incurred in the prevention of any seizure of the reserved goods. Claims against the customer due to resell, leasing or package against third parties will be ceded right now to INOTEC ENGINEERING GMBH, no matter if the reserved goods -before or after conjunction- will be sold whether together with other items not owned by INOTEC ENGINEERING GMBH; the assignment between INOTEC ENGINEERING GMBH and the customer is effective only for the declared price. The customer has the right to collect claims. This authorisation expires in discontinuation of payment as well as in delay towards INOTEC ENGINEERING GMBH.

3.4. If the guarantee value of INOTEC ENGINEERING GMBH exceeds the claims of INOTEC ENGINEERING GMBH for more than 20%, then INOTEC ENGINEERING GMBH is liable after the customer's demand to release any guarantees of their choice.

3.5. The customer is obligated to insure the item, except spare parts, during the time of the retention of title to his own expenses against machinery breakdown in accordance to the general conditions for machinery insurance, mechanical equipment and instruments and to notify INOTEC ENGINEERING GMBH in writing. If the customer does not meet his compulsory insurance 10 days after demand note, then INOTEC ENGINEERING GMBH can insure the item on the customer's expenses. INOTEC ENGINEERING GMBH reserves the right of the insurance law.

3.6. In case of contrary to contract, especially delay in payment or suspension, INOTEC ENGINEERING GMBH expressly reserves the right besides all the other rights, to take back the delivered item or to prohibit their use. The retrieval of the reserved goods does not represent a withdrawal from the contract. Further, the whole engagements of the customer towards INOTEC ENGINEERING GMBH falls due for payment, even if there is posterior maturity of bill of exchange. In case of return of the reserved goods all expenses, even another setting up and tender are borne by the customer. In use of the right of withdrawal the customer needs to pay to INOTEC ENGINEERING GMBH for the time of the transfer of perils until return a monthly indemnity of 5% of the reinstatement value of the item. If the decreasing value is higher than the use indemnity the customer must compensate for the surplus amount.

4. Delivery period / assembly / repairation time / delay

4.1. Failing particular agreement delivery dates and deadlines begin with sending out of the confirmation of order. The production or repairation time starts with provision of the machine. The deadlines never begin before fulfillment of all the contractual commitments of the customer, for example delivery of the necessary documents, approvals, clearance and deposits.

4.2. The delivery dates are met after having sent out the item ex work or after information of the delivery disposition from INOTEC ENGINEERING GMBH. The production or repairation time is met if the work has been fulfilled during the deadline.

4.3. Production and delivery obstacles which are not the responsibility of INOTEC ENGINEERING GMBH, equivalent if in the company INOTEC ENGINEERING GMBH itself or in one of their sub supplier, such as force majeure, strikes, shutdowns, supply delivery problems, curtailment or loss of working time, etc. will entail an appropriate extension to delivery dates and deadlines. INOTEC ENGINEERING GMBH does not act for these obstacles even if they occur during a current delay. INOTEC ENGINEERING GMBH will communicate start and end of these obstacles as soon as possible to his customer. INOTEC ENGINEERING GMBH reserves the right to resign totally or partly from his contract due to above obstacles without hold on claims for indemnity on the part of the customer.

4.4. In the case of delay in delivery for which INOTEC ENGINEERING GMBH is responsible, the customer may, with regard only to the goods affected by this delay and excluding any further claims, require a delay indemnity. The indemnity amounts 0,5% for every full week of delay, in total no more than 5% of the value of the part which as a result of the delay could not be used conveniently, respectively for work performance from the price of the work capacity.

4.5. If the delay of delivery belongs on request of the customer, storage fees for INOTEC ENGINEERING GMBH will be on the customer's expenses, starting one month after information of the delivery disposition with an amount of at least 0,5% per month calculated of the invoice amount. INOTEC ENGINEERING GMBH reserves the right after wild-goose process of the deadline to dispose otherwise of the delivery item and to deliver the customer with an adequate and extended deadline. Instead, INOTEC ENGINEERING GMBH can also resign from his contract or claim for compensation because of non-fulfillment. In that case INOTEC ENGINEERING GMBH reserves the right to claim for 10% of compensation calculated on the sell price without the need for special certification.

4.6. Failing particular agreement INOTEC ENGINEERING GMBH reserves the right to determine the way and mode of transport excluding liability. INOTEC ENGINEERING GMBH arranges insurance for any damage in transit only after explicit order and at the customer's expense.

4.7. INOTEC ENGINEERING GMBH is entitled to render partial deliveries and performances at all times.

4.8. Fulfillment of the customer's contract requires adherence to a time limit.

5. Transfer of perils

5.1. The transfer of perils concerning the delivery proceeds to the customer after the consignment of the delivery item ex work, also for partial deliveries or if INOTEC ENGINEERING GMBH undertakes carriage free delivery or installation. As a result of a delay of the delivery due to obstacles which are not in the responsibility of INOTEC ENGINEERING GMBH, the transfer of perils proceeds to the customer at the day of delivery disposition.

5.2. The client sustains the peril of distinction or decline for work performances regarding the item under which the work performance takes place, except that INOTEC ENGINEERING GMBH represents the evaluation of those instances. If these instances appear before acceptance of the work, INOTEC ENGINEERING GMBH asserts a claim of commission for the completed work performances.

6. Accountability / warranty

INOTEC ENGINEERING GMBH is only liable for delivery deficiencies or work performances, if there is explicit lack of guaranteed properties under exclusion of further claims and only on the follow scale:

6.1. All delivery parts are to repair or replace complimentary by INOTEC ENGINEERING GMBH which are useless or considerable affected in their usability during the first 1200 operating hours, at the longest however during 6 months (3 months for shift operations) since commissioning provable because of the case of the peril transfer –especially due to deficient construction or conducting. INOTEC ENGINEERING GMBH will only give a warranty if there is evidence that INOTEC ENGINEERING GMBH should have recognised the defect by exercising due care. The warranty of INOTEC ENGINEERING GMBH for external manufacturing is restrained on the assignment of the accountability towards the supplier of the external manufacturing. Deficient work performances will be remedied by INOTEC ENGINEERING GMBH. The requirement of amendment expires 3 months after fulfillment of the work performance. The customer is responsible for proving that a defect exists within 2 weeks after delivery of the item, respectively after fulfillment of the work performance and to inform INOTEC ENGINEERING GMBH through written warning, otherwise the delivery or the work performance is deemed to be approved.

6.2. Wearing parts are excluded of the warranty. Wearing parts are particularly: Links for hydraulic elements, breaks, wheels, cables. Excluded of the warranty are also temporary or emergency reparations. If the customer does not undertake the necessary repairs under estimation of INOTEC ENGINEERING GMBH and within the recommended deadline, the warranty for the deficiencies due to non realised reparations is excluded.

6.3. Due to delay in delivery, installation or commissioning of construction machines and spare parts or complements without fault of INOTEC ENGINEERING GMBH, the warranty period expires 6 months after the transfer of peril.

6.4. If the customer does not comply with his obligation to co-operate with INOTEC ENGINEERING GMBH in the rectification of defects for example in the necessary time and disposability any claims resulting from a defective service become invalid. The rectifications of defects through the customer or third parties which are not charged from INOTEC ENGINEERING GMBH are only allowed after agreement of INOTEC ENGINEERING GMBH. All claims under a warranty are invalid if the goods have been used, altered, modified, repaired or in any other way interfered with by the customer or a third party, also in not considering of the instruction manual as well as the required maintenance.

6.5. The expenses after rectification or replacement –insofar the reclamation is justified- are heard by INOTEC ENGINEERING GMBH, excluded from liability towards the customer, notably costs for the amendment, spare parts including delivery costs, as well as costs for extension and mounting or personal fees if the individual situation claims economical reasons. All other expenses will be borne by the customer. If desired by INOTEC ENGINEERING GMBH the customer has to place back staff available free of charge. Back staff is not considered as vicarious agents of INOTEC ENGINEERING GMBH. INOTEC ENGINEERING GMBH does not assume responsibility for the back staff. The customer is obliged to take the necessary safety precautions for the personal and items. If the rectification item is outside the country where the customer is based, INOTEC ENGINEERING GMBH bears all the costs thereby incurred, at most the costs which would have been incurred for a rectification in Germany. All the other costs are at the customer's expense.

6.6. The warranty for a new spare part takes six months, three months for an exchange part, calculated from the delivery date on. Apart from that the time of warranty and limitation period will not be delayed through the reparation.

6.7. We overtake warranty for maintenance without legal commitment (act of generosity) only after written agreement.

6.8. INOTEC ENGINEERING GMBH can refuse rectification work if the customer didn't come along his obligations.

6.9. Without written agreement INOTEC ENGINEERING GMBH is not responsible that the delivery items are conform to foreign regulations.

6.10. In the case that INOTEC ENGINEERING GMBH doesn't meet his assignments written under these articles „warranties“, despite all amendments and after delivery of spare parts and if INOTEC ENGINEERING GMBH allows culpably a right of lapse even after several extension of time on the part of the customer, then the customer is allowed to step back from the contract or to decrease the purchase price and as far as it is about work performance, decrease the compensation. The same applies to impossibility or inability of rectification or delivery of spare parts on the part of INOTEC ENGINEERING GMBH. If conditions written under article 1 are present, INOTEC ENGINEERING GMBH has to declare his elective franchise concerning deliveries after written demand per registered letter on behalf of the customer, otherwise the elective franchise will pass over to the customer.

6.11. Further claims, like conventional or legal ones on the part of the customer, are excluded. Foreclosed are also claims for indemnity of illicit operations, unless purpose is hold against INOTEC ENGINEERING GMBH.

6.12. No application of warranties find place if the delivery item concerns a used part. INOTEC ENGINEERING GMBH does not take warranty for second hand parts, unless purpose is hold against INOTEC ENGINEERING GMBH.

7. Further conditions concerning spare parts

7.1. INOTEC ENGINEERING GMBH has the right to deliver second hand spare parts instead of new ones if those are part of the exchange program of INOTEC ENGINEERING GMBH.

7.2. „Warranty“ under article 6 applies for those delivered spare parts, providing that the impracticality or significant damage according to article 6.1. has entered within 3 months after implementing.

8. General conditions

8.1. Place of execution is the site of INOTEC ENGINEERING GMBH. Competent court for all conflicts including actions on a bill of exchange is Stuttgart. INOTEC ENGINEERING GMBH nevertheless reserves the right to take proceedings against the customer at the court of his head office.

8.2. The customer is not allowed to transfer his contractual rights on third parties without the explicit agreement of INOTEC ENGINEERING GMBH.

8.3. The contract remains engaging even when several condition points are legally inefficient. The blanks after omission of the inefficient assignments are to fill up in accordance to economic functions.

8.4. It is agreed that relevant German law will apply to the contract and all claims arising from it or associated with it. Agreements regarding international trade are excluded.

8.5. All deliveries and performances are only executed under these conditions of delivery, sale and payment, under exclusion of other General terms, unless different particular agreement exists on behalf of INOTEC ENGINEERING GMBH in written form.

