

General Terms and Conditions

§ 1 Scope

- (1) The following conditions are part of all quotations regarding contracts with PSTproducts. They are valid, in the case of contract conclusion, also for all future contracts with the client.
- (2) If the client accepts the quotations by PSTproducts, the General Terms and Conditions become the exclusive subject of the contract. Agreements diverging from paragraph 1 must be made in writing.

§ 2 Quotation and Contract Conclusion

- (1) Quotations and estimates made by PSTproducts are subject to alteration. They are to be understood legally as an invitation to conclude a contract (work contract) on the terms and conditions submitted.
- (2) If an appropriate offer is submitted, PSTproducts has two weeks to accept it.

§ 3 Documents and Materials Submitted

We reserve the rights of ownership and copyright in respect of all documents submitted to the client, e.g. construction plans, calculations, technical documentation etc. pertaining to the contract award. These documents should not be made available to third parties, unless we provide the client with explicit written instructions to this effect. If we do not accept the offer of the client within the period specified in § 2 clause 2, these documents are to be returned to us immediately.

§ 4 Prices and Payment

- (1) If nothing to the contrary is agreed in writing, our prices are based on item quantity, exclusive of packaging plus the corresponding amount of VAT. Costs of packaging are invoiced separately.
- (2) Payment of the purchase price should be made only to the account specified overleaf. Deduction of discount is permissible only by specific written agreement.
- (3) If there is no other arrangement, the purchase price is to be paid within 14 days of delivery. Interest caused by delay will be calculated at 8 % above the appropriate base rate. We reserve the right to demand higher delay compensation.
- (4) Price alterations due to salary, materials and marketing costs are permissible by mutual agreement.

§ 5 Offset and Rights of Retention

The client has a right to offset only if his counter-claims are legally based or indisputable. The client is entitled to a right of retention only insofar as his counter-claim is based on the same contractual relationship.

§ 6 Compensation

If the client withdraws without justification from the contract, PST can demand, in addition to the right to demand higher actual damage, 10 % of the contract sum for the costs incurred in processing the contract and resulting loss of income. The client is at liberty to produce evidence of lesser damage.

§ 7 Delivery Time

- (1) The start of the delivery time specified by us presupposes the clarification of all technical problems and the punctual and correct fulfilment of the obligations of the client. We reserve the right to object in the case of an unfulfilled contract.
- (2) If the client delays acceptance or culpably violates any concurrent obligations, PSTproducts is entitled to demand compensation for the damage incurred, including any extra expenses. Additional claims arising from accidental failure or deterioration of the purchase object become the liability of the client for acceptance or non-payment delay for which the client is responsible.

§ 8 Transfer Risks in Shipment

If the purchase object is shipped to the client at his request, risk of damage or deterioration to the purchase object is transferred to the client, at the latest when the purchase object leaves the factory. This is independent of whether the shipment of the goods is made from the place of performance or who bears the transport or freight costs.

§ 9 Completion Dates and Times

- (1) Completion dates specified by PSTproducts for the services and products ordered by you begin with the acceptance declaration. Not, however, before the provision of documents, authorizations, clearances which may need to be supplied by the client as well as all other prerequisites, such as the provision of materials.
- (2) In the event that a contract with a client is extended, the completion dates and times specified by PSTproducts will be altered in accordance with the time required to complete the supplementary or alteration work.
- (3) If the client is unwilling to co-operate, the completion dates and times specified by PSTproducts will be altered accordingly.
- (4) The completion dates and times specified by PSTproducts will also be extended in the event of industrial action, e.g. strikes and lockouts, as well as any other unforeseen events outside the control of PSTproducts, such as operating problems (material-related), natural disasters, delays in delivery of important materials. The same applies when these circumstances arise with any other PSTproducts suppliers. Dates and times agreed will be extended in accordance with the duration of such measures and events.

§ 10 Retention of Title

- (1) Until complete payment has been made, the purchase object remains the property of PSTproducts.
- (2) If the client infringes the contract, in particular through payment delay, PSTproducts is entitled, after having specified to the client a reasonable period for payment, to demand the return of the purchase object and the client is obliged to comply with this demand.
- (3) The client is entitled to dispose of the purchase object in the normal course of business to a third party only after he has fulfilled all his obligations (incl. VAT) to PSTproducts.
- (4) If the client processes, alters or adds to the purchase object with articles that do not belong to PSTproducts, PSTproducts automatically acquires the proprietary right to these articles as long as full payment has not been made.
- (5) The purchase object may be neither mortgaged nor transferred as a security by the client. In either case, the client is obliged to inform PSTproducts without delay.

§ 11 Complaints

- (1) The client must report clearly recognizable defects in the purchase object immediately on receipt of the object. If the report is not made in good time, a possible warranty claim expires and the purchase object is considered approved.
- (2) Concealed defects are also to be reported within 10 days. If a concealed defect is not reported within this time period, the warranty claim expires.
- (3) Complaints should be described clearly in writing and forwarded to PSTproducts. Otherwise the complaint is invalid.

§ 12 Warranty

- (1) For a period of 3 months after accepting delivery of the purchase object the client has a right to demand the removal of faults and errors (post-improvement).
- (2) Defects caused by improper use beyond the normal technical usage limits as well as natural wear and tear are not included in the warranty.
- (3) Further damage claims and rights of the client of whatever sort, especially manifestations of subsequent defects, extra-contractual liability or claims resulting from the infringement of contractual additional obligations (e.g. faulty advice, misleading instructions etc.) are also not included in the warranty.

§ 13 Confidentiality

- (1) PSTproducts undertakes to preserve the confidentiality of all documents and materials from the client with respect to third parties. Only extracts from the documents of the client necessary to carry out the contract in question will be copied. The basis of this is the mutually agreed contract to preserve confidentiality.
- (2) Prototypes, one-off works and projects are similarly subject to the obligation of confidentiality.
- (3) The mutual obligation of confidentiality can be cancelled by both contract partners only by specific written agreement.

§ 14 Legal Status

- (1) In all disputes arising from the contract, if the client is a businessman, a legal person of public law or an public-legal special power, the case should be dealt with in the court that has jurisdiction where PSTproducts has its Head Office.
- (2) If the client is based abroad, only German law applies.

§ 15 Safeguarding Clauses

- (1) This contract and all legal privities of contract of the parties are subject to the law of the Federal Republic of Germany, excluding UN Purchase Law (CISG).
- (2) Alterations of and supplements to this contract must be made in writing. Oral agreements have no validity.
- (3) Even if individual terms and conditions are not effective, the validity of the other terms and conditions is not thereby affected. PSTproducts and the client are obliged in good faith, within the framework of what can be considered reasonable, to replace the ineffective clause with a legally binding arrangement equally conducive to economic success, provided that the content of the contract is not thereby substantially altered.
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