

**AIRTECH nitrogen GmbH**  
Daimlerstraße 34-36  
32312 LÜBBECKE  
GERMANY

Phone sales: +49 5741 8099-624  
Phone equipment: +49 5741 8099-622  
Fax: +49 5741 8099-623

eMail: [sales@stickstoffgenerator.de](mailto:sales@stickstoffgenerator.de)

Managing director: Ralf Hacker

Internet: [www.stickstoffgenerator.de](http://www.stickstoffgenerator.de)

German VAT number : DE 172739931

Register: Amtsgericht Bad Oeynhausen

Registration number: HRB 12799



## Terms and Conditions (GTC)

### 1. General

1.1 In business transactions between us and our purchasers valid for the duration of the business relationship, also for future orders and deliveries of spare parts, exclusively the following terms and conditions (GTC), as far as our order confirmation does not deviating content or we are not writing or by fax a modification of our order confirmation or the Terms have expressly agreed.

1.2 Any deviating or supplementary conditions our Terms we oppose herewith. They are also not binding for us, if we do not or do not contradict them in any case explicitly or if we carry out the delivery upon receipt of deviating purchase conditions.

1.3 Additional agreements and assurances in the context of contract negotiations, and after order confirmation and changes or additions to a writing or by fax closed contract or these Terms must be in writing or by fax form.

1.4 All contracts with our purchasers will only become our written or telex confirmation, which may take place with the invoice at the same time, effective. Until then, our offers are non-binding. If confirmed orders in a change in the production required by the customer as this is considered accepted if this results in no discernible detriment to the buyer.

### 2. Delivery

2.1 Our prices for services ex works plus the applicable VAT. Transport costs from the factory will be borne by the purchaser. Transport insurance or other insurance will only be taken at the special request of our customer and at their own expense.

2.2 The cost of the necessary packaging will be borne by the purchaser. Packaging will not be returned.

2.3 Ordered goods is accepted by the customer, even if they have minor defects. The rights of our customer according to para. 4 of these Terms and Conditions (guarantee) remain unaffected.

2.4 The Assembly is not included in the price. When installing and setting or retraction of the delivery item by us by our agent at the site must be made at the request assistants available and required for installation materials. This, as well as further services are required to provide free of charge. The construction of bases and frameworks and the necessary materials for this purpose are basically matters of the purchaser. The same applies to all supply lines to and waste our delivery items for which our employees or persons acting on our behalf are expressly not responsible. All of these mentioned services are also the responsibility of the purchaser, if a ready formation, or a retraction of machines and / or tools has been agreed. The appropriate assistance by us is carried out by officers, which are adapted to the object of the persons and of the qualifications ago. The resulting costs will be charged on evidence with our purchasers, namely to our normal service hours sets. Is already when ordering the scale and nature of assistance clearly, those benefits shall be recognized by referring to the relevant records in the order confirmation.

2.5 The agreed delivery period begins with the utter clarity and order, if provide technical and / or other

documents by the customer or are returned to check on us, with their receipt. The same applies to be procured by the purchaser regulatory approvals and permits third parties and the receipt of an agreed deposit.

2.6 The delivery deadline is met if prior to deadline expiry the delivery has been notified or the delivery item has left the factory.

2.7 to undertake all the Supplier reasonable discretion deems necessary repair and replacement has to give the necessary time and opportunity after agreement with the supplier of the purchaser, otherwise the supplier is released from liability for defects. Only in urgent cases of danger to operational safety and to avert disproportionately large damage, in which the supplier must be notified immediately, or if the Supplier with the removal of the defect is in default, the buyer has the right to remedy the defect itself or by a third party to leave and to require the supplier for the necessary costs.

2.8 All information in our sales documents (in particular price lists, catalogs, brochures and technical documents) are submitted to the best of my knowledge and belief, are for us, however, non-binding. Subject to change.

At 2.9 we made constructions, drawings and similar documents is us in accordance with § 2 (1) point. 7 of the Copyright Act the unrestricted copyright to. It is not affected by payment of the agreed price for the construction or by the transfer of multi-productions of design documentation. Our customer are therefore not entitled, without our express written consent to make to our design documents equipment or tools, otherwise be prepared wholly or partly to make copies of the transferred more orders or to be produced or to disseminate the transferred documents and more productions, making them available or to make the contents accessible to third parties. It is immaterial whether the relevant structures, drawings and similar documents have been produced by ourselves or. By a third party on our behalf Further rights under the Copyright Act remain unaffected. The original documents remain always in our unrestricted property. We deliver the construction except the machine or the tool, so however the unrestricted copyright remains with us. Only the object as such shall become the property of the customer. In 14 of the Copyright Act, we point out explicitly.

2.10 In the preparation by us on behalf of the purchaser whose samples, drawings or other information used the Purchaser shall pay to third parties, the sole responsibility to ensure that this way no third party rights are being violated. He is also responsible for the accuracy of the information.

### **3. Risk and power failure**

3.1 All deliveries to our customer take place on their risk.

3.2 A fulfillment of our obligation to deliver is given as soon as we get the product have been properly delivered by rail or freight forwarder. The same applies to a loading on vehicles of our house or on vehicles of our customers. For partial deliveries, this applies accordingly.

3.3 If the purchaser with the acceptance of the performance in arrears, we are entitled to store the goods at the expense and risk of the purchaser or to store. If it is stored in our factory or at the premises of the forwarder 100% of the sentences of a forwarder will be charged.

3.4 In the case of force majeure and restrictive regulatory measures, through no fault of operational disturbances, strikes and lockouts, both with us and with our suppliers, we are free for the duration of disability and its aftermath made by the delivery obligations. The delivery period (see para. 2.6) shall be extended accordingly.

3.5 The non-acceptance by the purchaser as part of contracts which have been fulfilled by us under these Terms and the agreed deadlines on time, gives us the right to a grace period of 14 days for acceptance. If it remains at the refusal of acceptance, so it is up to us to either cancel the contract or to claim damages for non-fulfillment.

3.6 If the purchaser suffers damage because of a delay which has arisen through the fault of the supplier, he is entitled to the exclusion of further claims, to demand compensation for the delay. It amounts for each full week of delay ½ per cent., But not more than 5 per cent the value of that part of the delivery which could not be used due to the delay is not contractually or not.

#### **4. Warranty**

4.1 Complaints must be made with an exact description of the facts in respect of obvious defects immediately, within 14 days of receipt of goods. Complaints about hidden defects and such defects which become apparent only after commissioning of machines and tools, must be made immediately after their discovery at a precise description of the facts asserted against us.

4.2 In case of justified and timely notices of defects our warranty in accordance with statutory provisions under exclusion of further claims, at our discretion, in the form of subsequent improvement by us or by third parties, by replacement of parts or replacement. If, after such defects completing a new and legitimate complaint of the purchaser and is not he be expected to tolerate more repairs or replacements, so the customer is then given the right to, a reduction in price or a cancellation of the contract - if it comes to the defective goods is - demand.

4.3 We reserve the right to charge the buyer for groundless complaint every effort to verify the cost of goods separately.

4.4 No warranty shall be assumed for damages arising for the following reasons: Unsuitable or improper use, faulty installation or commissioning by the purchaser or third parties, natural wear, incorrect or negligent treatment, unsuitable equipment, replacement materials, defective construction work, unsuitable foundations, chemical, electrochemical or electrical influences, provided they are not due to the fault of the supplier.

#### **5. Other Claims for Damages**

5.1 For damages which have not arisen on the delivery item itself, the supplier is liable - for any legal reason whatsoever - only · for intent, · gross negligence of the owner / organs or executive employees, · in case of culpable injury to life, body, health · in case of defects, which he whose absence he has fraudulently concealed or guaranteed as part of a guarantee.

5.2 For the lack of a guaranteed quality from us, we are under the provisions of §§ 443, 444, 276 paragraph 1 and 639 of the Civil Code a.

5.3 All claims for damages, regardless of the legal reason and regardless of Guilt, expires at the end of 12 months from delivery of the goods, the completion of the work or the provision of our services, in the case of sending from the fourth day after dispatch by us.

#### **6. Withdrawal Rights**

6.1 The Customer may withdraw from the contract if the performance of the service is impossible. The same applies to inability of the supplier. The Purchaser may also withdraw from the contract if an order for similar items implementation of part of the delivery of the number after is impossible and he has no interest in a partial delivery; exercises his right of withdrawal the customer at a partial delivery is not made, so it can reduce the consideration accordingly.

6.2 If delay in performance within the meaning of Section 3.6 of these Terms and grants the buyer the defaulting supplier a reasonable extension and the extension through the fault of the supplier is not met, the purchaser is entitled to withdraw, unless the deadline is not expendable.

6.3 If the impossibility during the default of acceptance or through the fault of the purchaser, a, the latter remains obligated to provide consideration.

6.4 The buyer also has a right of withdrawal if the supplier leaves him a reasonable period of grace for the repair or replacement to lapse by his fault regarding a negligence on his lack in terms of delivery. The right of

withdrawal of the purchaser exists even when the impossibility or inability of the repair or replacement delivery by the supplier.

6.5 In the event of unforeseen events within the meaning of Section 3.4 of these Terms and Conditions, the Supplier shall have the right to completely or partially withdraw from the contract, provided that such events considerably change the economic significance or the content of the performance or considerably affect the Supplier's business. Damages claims arising out of such a withdrawal are excluded. Intends to exercise the right of withdrawal by the supplier, he shall immediately inform the customer after having realized the repercussions of the events, even if an extension of the delivery period had been agreed with the Purchaser.

## **7. Payment**

7.1 Unless the parties have agreed otherwise, the payment is net, ie without any deductions and free to make to us, namely 30 days after the invoice date. Deviating agreements must be in writing.

7.2 Any delay in payment, we are entitled to charge default interest in the amount to be detected, that inasmuch as the purchaser is an entrepreneur, but no more than 8 percent, otherwise more than 5 percent above the base rate. Further claims reserved.

7.3 Payments of our customer will be charged in the order to the oldest, still unfinished business, including interest and all associated ancillary claims, unless expressly agreed otherwise.

7.4 Cheques and drafts are only accepted for payment by prior arrangement only, and calculation of all collection and discount-expenses and in any case.

7.5 The right of retention by our customer - insofar as these are merchants - is excluded. For each customer a set-off against our trade receivables with not disputed by us or legally established counterclaims of the customer is allowed.

7.6 In case of default, we are entitled, ordered goods until full payment of all outstanding amounts withhold. In such cases, and also at recognizably derived from degradation of financial circumstances at the purchaser, we are entitled to demand payment in advance. If this is rejected, all outstanding claims for payment immediately become due.

## **8. Retention of title**

8.1 We reserve the ownership of the delivered machines, tools, accessories and other goods until fulfillment of all current and future claims arising from the business relationship with the customer, including interest, incidental claims and costs of any legal action and costs of any necessary intervention for a seizure of the goods supplied by third parties. The retention of title continues to exist even if individual claims have been included in a current account and the balance is struck and accepted. Our retention of title is conditional to the extent that the full payment of all our claims from the business relationship, the ownership passes to the reserved goods to the buyer, and he is entitled to the claims assigned to us.

8.2 The purchaser is entitled to dispose of the goods only in the ordinary course of business. In the case of loading of the goods with the rights of a third party supplied, the customer will inform the supplier immediately. In the event of resale, he assigns already now all his against a third party resulting future claims arising from the resale of the goods delivered to us. If the reserved goods by the purchaser together with foreign, not belonging to us

Goods are sold, the purchase price is valid only up to the value of the retained goods as assigned. The Buyer shall reserve his or her conditional title to the goods against his buyers until they have the purchase price paid in full. The purchaser is authorized to collect the receivables from the sale of goods. At our request, he must inform us of the debtors of the assigned claims. We can inform the debtors of the assignment.

8.3 The customer can purchase a new thing no ownership of the delivery items by loading and processing. He edited and processed for us as a manufacturer within the meaning of § 950 of the Civil Code without incurring obligation incurred by us. The loaded or processed delivery items used for securing all of our rights. When

processing with foreign, not belonging to us by the buyer, we are co-owners of the new goods in proportion to the value of our goods to foreign objects processed.

### **9. Place of performance, jurisdiction**

9.1 Place of delivery is the respective place of dispatch, performance for payments is 32312 Lübbecke.

9.2 Jurisdiction is also for exchange, checks and documents procedures that each 32312 Lübbecke local and competent court, without prejudice to our right, the call for the Purchaser's place of general jurisdiction court.

### **10. Applicable Law**

The legal relationship between us and our customers are governed by German law factual. This applies both to the conclusion as to the execution of the contract.

### **11. Final Determination**

Should any of these Terms is invalid or unenforceable, or will in the course of contract execution, all other provisions shall remain at all times nevertheless valid. An ineffective and unenforceable provision shall be regarded as replaced by a valid and enforceable provision that most closely approximates the economic purpose intended by the parties to the extent legally possible, the next.

