

**General Contractual Terms for the Supply and Erection of
Weighing Equipment and Accessories and for Work Performed**

For use for:

1. a person who is entering into the contract in the course of performance of his or her commercial occupation or self-employed profession (entrepreneur);
2. public law bodies or a public-law special fund.

I. General

1. All performance is based on these Terms and on any separate contractual agreements. Any differing terms of purchase of the customer will not become part of the contract, even upon acceptance of an order. If nothing is specifically agreed to the contrary, the contract will be deemed made upon written confirmation of the order by the contractor.
2. The contractor reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical or non-physical nature – including that in an electronic form; the above must not be made available to third parties. If the customer designates information and written material as confidential, the contractor undertakes not to make the same available to third parties without the consent of said customer.
3. If the contractor has also been requested to calibrate a weighing system that is scheduled to be installed, this shall be considered a separate order, even if listed as an item in the principal order.

II. Prices and Payment

1. If nothing is specifically agreed to the contrary, prices shall apply ex works including loading at works but excluding toll charges, packaging and unloading (net free to construction site). Value-added tax at the statutory rate applicable at the time will be added to the prices if no evidence of exemption from value-added tax is submitted.
2. The prices quoted are based on the currently applicable wage and material costs.
If there is a change in the cost basis before the date of performance, the contractor reserves the right to adjust prices accordingly.
3. The purchaser accepts electronic billing and despatch, except as otherwise agreed in an individual case. The contractor ensures that the outgoing electronic invoices will have a signature in accordance to the law.
4. The customer only has the right to withhold payments or offset them against counter-claims if such claims are undisputed or have finally been established by a court of law.

III. Time of Performance, Delay in Supply, Impossibility of Performance

1. The time of performance will be specified in the agreements made between the contracting parties. Performance shall not become due until all commercial and technical matters have been settled by the contracting parties and the customer has met all his obligations, such as provision of the necessary public-authority certificates or approvals or making an advance payment. If these conditions have not been fulfilled, the time of performance shall be extended accordingly. This shall not apply if the contractor is responsible for the delay.
2. Observance of the time of performance is subject to correct and on-time supply to the contractor itself. The contractor will give notification of anticipated delays as soon as possible.
3. The time of performance is deemed observed if, by the time it ends, the parts scheduled for supply or, respectively, the construction materials have left the contractor's works or those of the commissioned supplier or if notification of readiness for shipment has been given.
4. If the delivery of parts or construction materials is delayed for reasons for which the customer is responsible, the costs incurred by the delay will be charged to said customer, beginning one month after notification of readiness for shipment was given.
5. If the customer sets the contractor a reasonable period of grace for performance after it has become due – with due consideration of the legal exceptions – and if this period expires without result, the customer has the right to rescind the contract in compliance with legal rulings. At the request of the contractor, said customer has an obligation to state within a reasonable period whether he intends to exercise his right of rescission.
Any other claims resulting from default in performance and impossibility of contractual performance are governed exclusively by Section VII.2 of these Terms.

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