1. Binding Force and Form of Contract Delivery dates and prices will be fixed and made effective by a separate written contract. Any reference to conditions of any earlier contract, in particular to later versions of the conditions, as well as any modifications or supplements, will be considered as non-binding. In particular, any and all documents (illustrations, drawings, weight and measurement specifications) made available for weight, measure, grade, quality as well as color/color shade and shall not be binding on Baumüller even if these are used by the Buyer, as long as the Buyer has not expressly agreed upon in any particular case. Any deviations, in particular due to technically necessary modifications, shall remain explicitly consent by Baumüller. This shall also apply in particular to all cases of dispute.

3. Prices

Baumüller Nürnberg GmbH Terms and Conditions of Sale and Delivery [Page 1 of 2]

Baumüller is not itself supplied by suppliers on time, Baumüller shall be correspondingly released from the obligation to perform the partial delivery. The same shall apply in case of inability to deliver or to perform the contract arising from the resale in the amount of the invoiced value of the reserved goods. If the Buyer has not yet made the contract price attributable to the partial delivery, the Buyer shall be entitled to rescind the contract if, taking into account the exceptional cases under the law, Baumüller lets a reason-
relation to the consequences resulting therefrom. The same shall apply to any changes or amendments to the contract which are not made in writing within this period of time, the objects delivered shall be deemed to be pronounced as definitive. The Buyer shall have no right to 
(c) The Buyer's rights in case of defects shall not exist unless Baumüller expressly assumes responsibility for the compatibility of the supplied third party products, and in the case of mandating the Buyer to carry out work or other ancillary obligations, in particular, instructions for operation/servicing of the goods delivered, the goods delivered shall be deemed to be defective and the Buyer shall be entitled to rescission of the contract or reduction of the purchase price, as provided for by law.

8. Defects in Title/Intellectual Property Rights/Copyrights

Unless the Parties have expressly agreed in writing to effect the delivery free of third party intellectual property rights/copyrights merely in the country of the place of delivery. To the extent that a third party lodges rightful claims against the Buyer due to infringement of property rights caused by deliveries effected by Baumüller and used for or profit, Baumüller shall be liable as follows:

(a) Baumüller will, at its option and expense, either obtain a right of use of the goods delivered/services provided, which are concerned, change them so that the property right is not infringed, or exchange the goods delivered/services provided. If Baumüller is not in a position to do so on reasonable terms, the Buyer shall be entitled to rescission of the contract or reduction of the purchase price, as provided for by law.
(b) Baumüller's liability for damages shall be finally governed by clauses 8/9. Such obligations on the part of Baumüller shall only exist if the Buyer immediately notifies Baumüller in writing of the claims asserted by the third party and declines to acknowledge an infringement, and if all defense measures required by law to be taken by Baumüller to avoid or limit the infringement have been taken without delay. If the infringement in the contract reduces in damage for other good cause, the Buyer shall be under an obligation to point out to the third party that such discontinuance of use is not associated with an acknowledgment of property right infringement. Such acknowledgment may be given in writing at the option of Baumüller.
(c) Any claims by the Buyer shall be excluded to the extent that the Buyer is responsible for the property right infringement. A further limitation of liability to the extent that the property right infringement is caused by specific partial claims of the Buyer, by which an application for an acknowledgment of property right infringement by Baumüller might be delayed, shall be accordingly.
(d) The Buyer shall be liable for the costs of defense, as well as to a contractual lien on the objects of which it has obtained possession owing to such acknowledgment.

9. Liabilities (Damages/Compensation for Expenses)

(a) If the goods delivered cannot be used by the Buyer in accordance with the contract as a result of the fault of Baumüller or a defect of the delivered goods, the Buyer shall have the right to withdraw from the contract, as well as to a contractual lien on the objects of which it has obtained possession owing to such acknowledgment.
(b) If any of the above reasons for withdrawal exist if the Buyer immediately notifies Baumüller in writing of the claims asserted by the third party and declines to acknowledge an infringement, and if all defense measures required by law to be taken by Baumüller to avoid or limit the infringement have been taken without delay. If the infringement in the contract reduces in damage for other good cause, the Buyer shall be under an obligation to point out to the third party that such discontinuance of use is not associated with an acknowledgment of property right infringement. Such acknowledgment may be given in writing at the option of Baumüller.
(c) Any claims by the Buyer shall be excluded to the extent that the Buyer is responsible for the property right infringement. A further limitation of liability to the extent that the property right infringement is caused by specific partial claims of the Buyer, by which an application for an acknowledgment of property right infringement by Baumüller might be delayed, shall be accordingly.
(d) The Buyer shall be liable for the costs of defense, as well as to a contractual lien on the objects of which it has obtained possession owing to such acknowledgment.

11. Right of offset

(a) Invoices are payable and due in accordance with the contractually agreed payment dates. If no 
(b) Baumüller's current principal place of business shall be agreed to be the place of delivery and payment. In case of any litigation arising from or in connection with the performance of this contract, or from or in connection with payments made by checks/bill of exchange, the courts at the principal place of business of Baumüller shall have exclusive jurisdiction. Notwithstanding the foregoing, Baumüller may choose to file suit at the respective principal place of business of the Buyer.

15. Miscellaneous

The parties hereby agree on written form for any and all agreements to be entered into. Any verbal (dissenting) collateral agreements do not exist. They shall be effective only if confirmed in writing in each individual case. The requirement of written form shall also apply to the cancellation of this provision. If the Buyer with whom the contract will be concluded fails to notice, without delay, any particular importance to the Buyer, the Buyer shall have to point this out to Baumüller separately. There shall be no defect within the meaning of these arrangements if the Buyer failed to inform Baumüller accordingly, and the provisions on nature of the property purchased.

In the event that the contract also involves repairs, the following shall apply supplementary:

16. Lion in case of Repairs/Reservation of Title

(a) A cost estimate of the necessary work to be carried out in relation to any plants/systems/machines/components, to which the Buyer has been notified in writing of the claims asserted by the third party and declines to acknowledge an infringement, and if all defense measures required by law to be taken by Baumüller to avoid or limit the infringement have been taken without delay. If the infringement in the contract reduces in damage for other good cause, the Buyer shall be under an obligation to point out to the third party that such discontinuance of use is not associated with an acknowledgment of property right infringement. Such acknowledgment may be given in writing at the option of Baumüller.
(b) If any of the above reasons for withdrawal exist if the Buyer immediately notifies Baumüller in writing of the claims asserted by the third party and declines to acknowledge an infringement, and if all defense measures required by law to be taken by Baumüller to avoid or limit the infringement have been taken without delay. If the infringement in the contract reduces in damage for other good cause, the Buyer shall be under an obligation to point out to the third party that such discontinuance of use is not associated with an acknowledgment of property right infringement. Such acknowledgment may be given in writing at the option of Baumüller.

17. Installation and Assembly

(a) Observe the instructions provided above and the instructions given in the works of Baumüller for their fitness for accuracy. The cost of such inspection shall be borne by the Buyer. If the Buyer fails to inspect the objects to be delivered, they shall be deemed to be delivered and approved in conformity with the contract upon leaving Baumüller's works.
(b) The Buyer shall be under an obligation to accept deliveries by Baumüller immediately upon being notified by the Buyer or a successor in law, of the readiness for acceptance (if no manufacturer's specifications, in particular copyright notes, nor to change same without Baumüller's prior approval. The Buyer undertakes not to remove any manufacturer's specifications, in particular copyright notes, or to grant rights of use of whatever kind or nature of the product purchased.

In the event that the party involved refuses to perform the repair order, as well as to a contractual lien on the objects on which it has obtained possession owing to such acknowledgment.
(c) If, within 6 weeks from completion of the repair and notification thereof, any objects handed over are not picked up or, where such objects have been shipped, are not accepted, Baumüller shall not assume liability whether the cause of the damage, whether of the Buyer or of a third party, is of minor importance or major importance, nor to change same without Baumüller's prior approval. The Buyer undertakes not to remove any manufacturer's specifications, in particular copyright notes, or to grant rights of use of whatever kind or nature of the product purchased.

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