

1. Validity and Conclusion of Contract

- 1.1. Deliveries to and services for the client – irrespective of type – are provided solely according to our General Terms and Conditions of Business, which the client has acknowledged by making his order or accepting the delivery or service. No other terms and conditions shall be valid, even if we do not contest them. Our General Terms and Conditions of Business are valid for all future business relationships, even if not expressly agreed again and only if the client is a businessperson as defined by law.
- 1.2. Our offers are subject to confirmation. A contract is only valid with written confirmation of the order from us. Confirmations of order, delivery notes and other written confirmation from us shall be recognised as correct by the client unless these are contested in writing immediately, however at the latest within 4 working days of receipt. When ordering a delivery or services the client bindingly declares that he intends to place the order. We have the right to accept the offer of a contract given in the order within two weeks of receipt. This acceptance can be declared either in writing or by handing over the delivery or providing the service to the client.
- 1.3. We reserve the right to make technically necessary or meaningful changes to the product. Measurements, illustrations and drawings serve merely to provide preliminary information to the client and require a written confirmation from us to be binding. Details of the properties or performance specifications for the product serve as illustration and are non-committal.
- 1.4. Unless otherwise expressly agreed for the individual case, the following are also valid in the order they are listed with regard to the content of the contract: the definitions and specifications in the offer, the construction plans and specifications of services, the General Terms and Conditions of Sale and Delivery and the general regulations in the 'Bürgerliches Gesetzbuch' (*civil code*) and 'Handelsgesetzbuch' (*commercial code*).
- 1.5. The contract is closed under the proviso that our suppliers deliver correctly and punctually. This is only valid for the case that a failed delivery is not our fault, especially when closing a congruent hedging transaction with our supplier. The client shall be informed immediately of any non-availability. He shall be immediately reimbursed any considerations he may have provided for such.
- 1.6. In the absence of any special written agreement when closing the contract our products shall correspond to the legal regulations valid in the Federal Republic of Germany and the usual technical regulations. It is the responsibility of the client to check whether the machine corresponds to other regulations valid for certain countries, even if we deliver the machines to these countries at the wish of the client. No claims can be made against us should our goods not conform to the country-specific regulations.

2. Cost Quotations / Preparatory Work

- 2.1. Should the client need binding details of prices, then a written cost quotation shall be required; in which the work and materials required for the construction shall be listed individually and the respective price indicated. This cost quotation shall be committal for us for 4 weeks after submitting it, unless anything different has been indicated.
- 2.2. It is agreed that cost quotations shall be paid for.
- 2.3. Preparatory work such as creating specification sheets, project documents, plans, drawings and models which are requested by the client, are likewise agreed to require remuneration
- 2.4. Should an order be made based on the cost quotation any costs for the cost quotation and any costs for preparatory work shall be offset with the invoice for the order.

3. Delivery

- 3.1. Delivery dates and deadlines are only committal when they have been agreed with the client or confirmed in writing by us. The delivery period starts with the date of the confirmation of order and after clarification of the technical questions as well as the receipt of the documents and plans to be provided by the client.
- 3.2. Unpredictable events such as force majeure, delays in deliveries and transport, industrial action exempt us – for their duration - of our obligations to punctual delivery provided that they are not our fault. The delivery period shall be extended by the duration of the disturbance. Should the disturbance last longer than 6 months then both parties can withdraw from the contract. The client has no right to claim damages.
- 3.3. Should we default the client only has the right to rescind the contract after sending a reminder and after allowing a reasonable period of grace for the provision of the service or supplementary performance. There is no right to claim damages provided that these terms and conditions do not state otherwise.
- 3.4. Should the client not be able to accept delivery on time or should he be responsible for any other delay in dispatch we can store the products at the client's risk and costs. After providing a second deadline for acceptance of the products and its unsuccessful expiry we have the right to rescind the contract and claim damages instead of performance. Any other rights remain unaffected.
- 3.5. The risk of coincidental destruction and coincidental deterioration of the goods is passed to the client upon handing over the goods; with a contract of sale involving the carriage of goods, upon supplying the item to the forwarder, the freight carrier or the person or organisation otherwise commissioned with the delivery to the client. The goods are deemed to be handed over should the client be in default of acceptance of the delivery.
- 3.6. We have the right to make partial deliveries. If the client is in default of the Terms and Conditions of Business then our obligation to deliver is suspended.
- 3.7. Unless agreed otherwise, our delivery and services are deemed as accepted at the latest when they begin to be utilized. We have the right to demand that partial deliveries are accepted.

4. Prices and Terms of Payment

- 4.1. All prices shall be calculated using the respectively valid price lists after the order has been confirmed, provided that nothing different has been otherwise agreed or directly results from the confirmation of order. The prices shall be ex-our warehouse plus transport costs and transport insurance as well as the statutory VAT; fees for cheques or bills of exchange are to be paid by the client.
- 4.2. Unless otherwise agreed the client shall make net payments within 30 days of date of invoice or within 8 days with a 2 % discount. Prior to this respective conditions affirmed within order confirmation are binding.
- 4.3. When transferring the payment, paying by cheque or bill of exchange the date of receipt of the full sum shall be deemed as receipt. Cheques and bills of exchange shall only be accepted by us after special agreement and only taken as full payment when all collection and discount costs have been met.
- 4.4. Should the client not pay within the stipulated period we reserve the right to claim default damages. The client must pay interest 8 % points over and above the base lending rate during the period of default. We reserve the right to demonstrate to the client a greater damage due to the default and claim for such.
- 4.5. Should the client not fulfil his payment obligations as laid down in the contract or should he stop his payments or should we become aware of other circumstances that question the credit-worthiness of the client then we have the right to fix a due date for the complete remaining debt and to demand prepayments or security. In such a case we can also rescind the contract without any period of grace, should the contract not yet be fulfilled.
- 4.6. The client only has a right to set-off when his counter-claims have been legally ascertained or have been recognised by us. The client can only exercise a lien if his counter-claim is based on the same contractual relationship.
- 4.7. Should there be subsequent changes in the design or construction as well as measurements compared to our offer or letter of confirmation, be this upon the wish of the client, technically necessary, due to unpredictable problems or other circumstances that we cannot change then we have the right to charge the client extra for the additional work.
- 4.8. Our claims to payment shall expire after five years.

5. Retention of title

- 5.1. With contracts with businesspersons we reserve the right to retain ownership of the goods until all claims resulting from current business relationships have been completely met.
- 5.2. The client is obliged to look after the goods. If maintenance and service work is required then the client must conduct this regularly at his own costs. The client is obliged to inform us immediately of access to the goods made by third parties, such as in the case of them being seized, as well as any damage to or destruction of the goods. The client shall immediately inform us of any change in ownership of the goods as well as a change in his own address or that of the company's registered office. We have the right in the case of behaviour violating the contract, especially with defaults in payment or violation of an obligation in these terms to withdraw from the contract and to demand return of the goods.
- 5.3. The client may only sell our products in orderly business upon agreement of a respective retention of title, whereas he hereby assigns to us the resulting claims to the amount of the unpaid claims from us as well as the rights from the retention of title. This authority is revocable. We reserve the right to collect claims ourselves, when the client has not properly met his payment obligations and is in default of payment.

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Reflow-Lötssysteme Reflow Soldering Systems
 Sondermaschinen Custom Design Systems
 Aushärteanlagen Curing Systems
 Trocknungsanlagen Drying Systems



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GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY of 'SMT Maschinen und Vertriebs GmbH & Co KG'
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- 5.4. Should the products be processed or combined with others the client transfers herewith the ownership, as security, to the amount of the price of the product and shall look after the object for us at no cost. The altering or processing the retained goods is conducted by the client for us, without any obligation arising for us from the same. If it is altered using objects that do not belong to us then we shall receive a co-ownership of the new object – the proportions of the ownership shall be the same as those of the goods supplied by us to the other objects used. The same shall be valid when the goods have been mixed with objects not belonging to us.
- 5.5. If the value of the security we own exceeds the nominal value of the unmet claims by more than 10 % then, upon request, we shall release securities.
- 5.6. If we are to loose our ownership of objects supplied subject to a retention of title because they become an important component of land or a building we can remove the supplied products from the land or building and store them at the client's cost until all claims from the business relationship have been met – including future claims. Upon separation from the land or building these objects become once again our property. The client is obliged to inform us immediately of any existing lien or other rights of third parties and to redeem them as well as ensuring all other conditions for the re-procurement of unencumbered ownership.
- 5.7. The client is obliged to adequately insure the products supplied on retention of title or the objects resulting from combining or mixing or processing them against all common risks, especially fire, burglary and water-related risks and to treat them with care.
- 6. Warrantee**
- 6.1. The client must check the delivery immediately upon receipt and declare any defects as well as open or hidden faults to us immediately in writing, at the latest within a week of receipt or their detection. The client shall loose the right to warrantee services and replacement for the lack of warranted properties if he does not check the delivery immediately upon receipt, at the latest before putting into operation, installing or reselling the goods and does not inform us of defects in writing within one week. After the expiry of this period or at the latest 6 months after delivery all warrantee claims and claims for damages shall be invalid. It is merely necessary to send the information in time to keep to the deadline. The burden of proof falls fully on the client for all claims – especially for the fault itself, and the time when the fault is ascertained and that the complaint is made in time.
- 6.2. In the case of defects we shall – at our discretion – improve the existing goods or remake them. Replaced parts become our property should they not already be our property. Should the client or a third party improperly repair the goods then all warrantee claims shall thus become invalidated. The same is valid for any changes made to the goods without our previous agreement. Should we seriously and finally refuse to correct the fault and improve the goods due to disproportionate costs, the improvement fails or it is not reasonable for the client to accept such, the client can choose to reduce the remuneration (abatment) or cancel the contract (rescind) and demand damages within the framework of the limitation of liability instead of the service. In the case of a minor infringement of contract, in particular minor faults, the client has, however, no right of withdrawal. Should the client choose to withdraw from the contract due to a legal or material defect after failed attempts to improve the situation he has no claim to damages due to the fault. If the client elects, after failed attempts to improve the fault, to claim damages then the goods shall remain at the client's premises, provided that he can be reasonably expected to accept such. The claim to damages is limited to the difference between purchase price and the value of the faulty object. This is not valid should we have maliciously caused the breach of contract. Warrantee claims are impermissible should the supplied products become defective due to improper maintenance and cleaning, due to damage, improper usage, treatment or repairs. Moreover, warrantee claims require the machines supplied by us to be used only one shift per day, unless anything to the contrary has been agreed in writing in the contract. There is no right to warrantee or damage claims against us for third-party products that are associated with our deliveries or services or are used together with these products, whereas we shall assign those claims to liability to the client that the supplier of the third-party delivery has given to us. Unless otherwise agreed we shall accept no warrantee for the working order or our deliveries and services if these are combined with third-party products by the client or operated together with such. Should the client receive faulty assembly instructions we are merely obliged to supply fault-free assembly instructions and then only when the shortcoming in the assembly instructions prevents proper assembly. Public statements, claims or advertising represent no contractual properties of the goods.
- 6.3. If we are not responsible for the breach of obligations resulting from a fault the client has no right to rescind the contract. The client's rights as a result of faults that do not involve a building or works created for the conductance of planning and monitoring work, expire for businesspersons one year after the official acceptance of the works. This is not valid when the client has not informed us in good time of the fault (Item 1 of these terms). The short expiry period is not valid if we are guilty of a gross fault, as well as in the case of physical injury or harm to health that we are responsible for or in the case of loss of life of the client. Our liability under the product liability law remains likewise unaffected.
- 6.4. In the case of malicious concealment of faults or acceptance of a warrantee of the properties further claims remain unaffected. The client shall not receive any warrantee in the legal sense from us.
- 6.5. Further claims, especially for consequential damages are, as far as legally permissible, ruled out. A claim for damage against us, also from positive contractual violations, impermissible actions and, in particular, from product liability or other legal reasons is only valid, as far as legally permissible, in the case of intent or gross negligence. In the case of minor negligence we are liable if important contractual obligations have been breached and the breach of obligation is due to our corporate organisation. These rights expire after six months, whereas the period starts with the delivery.
- 6.6. Further-reaching claims are not permissible, provided that anything to the contrary is not stipulated in these terms and conditions.
- 7. Liability**
- 7.1. We are not liable for minor negligent breach of duty; moreover, our liability is limited to direct average damage foreseeable for the type of works and typical for the type of contract. This is also valid for minor negligent breach of duty of our legal representatives or vicarious agents.
- 7.2. The above limitations of liability do not affect client's claims resulting from product liability. Moreover, the limitations of liability are not valid for physical injury and damage to health caused by us or loss of life of the client.
- 8. General terms**
- 8.1. Alterations and additions to the contract and the terms therein must be made in writing. Likewise this requirement of being in writing can only be ceded in writing.
- 8.2. If one of the above provisions is invalid or void this shall not affect the validity of the other clauses. Should a clause in this contract be invalid then it is to be replaced, taking the other clauses into account, with a valid clause that is as close as possible to the commercial purpose of the invalid term.
- 8.3. The legal relationship between the client and us is solely subject to the law of the Federal Republic of Germany. The implementation of the standardised international sale of goods law is impermissible.
- 8.4. If the client is a businessperson as laid down by the 'Handelsgesetzbuch' (code of commerce), legal entity under public law or special funds under public law the sole court of jurisdiction for any disputes resulting directly or indirectly from the contractual relations is agreed to be Wertheim/Main with the provision that we can also sue the client at his general court of jurisdiction. The same is valid when the client has no general court of jurisdiction in Germany or his place of residence or habitual residence at the time of starting legal proceedings is unknown.
- 8.5. The client is aware that during our usual course of business his personal data needs to be recorded and processed. The client hereby gives his consent and is regarded as being informed as laid down in § 33 Section 1 Bundesdatenschutzgesetz (*Federal data protection law*).

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