

General Terms and Conditions of ALTEC Mittig und Manger GmbH, ALTEC Solartechnik AG and ALTEC Solartechnik sales GmbH&Co.KG

These general terms and conditions apply to all customer orders with the supplier. They apply exclusively, unless altered expressly and in writing by the parties to the contract. They also apply to future business deals even if it is not referred to them anew. In case the orderer (customer) likewise refers to general terms and conditions, these will be objected to explicitly. By ordering the customer acknowledges the exclusive standing of the general terms and conditions of the supplier.

1. Offer

Our offers are subject to confirmation. They are subject to change due to technical advancement. The documents appertaining to the offer such as illustrations, drawings, weights and dimensions are only approximately proper, unless otherwise expressly determined as bindingly. The supplier reserves property and copy rights regarding cost estimates, illustrations and other documents; they must not be made accessible to third parties. The supplier is committed to grant access to concepts which the customer has declared to be confidential only with the latter's consent.

2. Scope of Delivery

The acknowledgment of order by the supplier is decisive for the scope of delivery. In case of an offer by the supplier with a scheduled commitment and acceptance of the offer on the due date the offer is decisive unless an acknowledgment of order is on hand in time. Any agreement containing an alteration, amendment or concretion of these terms of contract as well as particular guarantees and arrangements have to be put into writing. If they are declared by representatives or auxiliary persons of the supplier, they are binding only if the supplier gives his consent in writing.

3. Price

Unless there are special agreements the prices are ex works including loading of goods in the factory, they are, however, packing excluded. Value added tax determined by law is added to the prices.

4. Terms of Payment

The invoice will be issued by the supplier when the goods are ready for dispatch. Payment of the amounts invoiced has to be made without any loss for the supplier and is, in case of down payment of the invoice within 8 days from issuing the invoice strictly net. The day of cash receipt at the supplier's is decisive for complying with the term. In case of exceeding the target time the full amount of bank interests and expenses have to be borne by the customer after the 9th day – according to above regulation.

These are at 5 % above the base lending rate, as effective, for private customers and 8% above the base lending rate, as effective, for industrial customers. Bills of exchange are involved based on previous agreement only. They are considered as down-payment not before discharge of the bill. The restraint of payments or the offset due to possible counterclaims by the customer denied by the supplier are not allowed.

5. Delivery time

The time for delivery commences when the acknowledgment of order is forwarded, but not before the documents, authorisations, clearances to be procured by the ordering customer have been provided and also not before the agreed advance payment has been received. The term of delivery is complied with once the delivery item has left the factory before expiration or once readiness for despatch has been communicated.

The term of delivery is extended adequately in cases of industrial action, in particular strikes and lockouts as well as in case unanticipated hindrances occur, which are beyond the supplier's intention, as far as such hindrances demonstrably and significantly influence the completion or delivery of the delivery item. This also applies if the circumstances occur with sub-suppliers.

The circumstances mentioned above also do not have to be accounted for by the supplier, if they occur during an already existing delay. In cases of importance the supplier shall inform the ordering customer on the beginning and end of such hindrances as soon as possible. If the ordering customer suffers any damage by any delay caused by the supplier's fault he is entitled to ask for a compensation for the delay whereas any other claims are excluded. The compensation shall be 0.5 percent for each complete week of delay, but in full 5 percent of the value of the very part of the entire delivery which cannot be used in time or conventional, caused by the delay.

If the delivery is delayed on the ordering customer's request, he will be charged for the costs caused by storing. In case of storing in the supplier's factory the minimum charge shall be 0.5 percent of the amount invoiced for every month. Charging shall start one month after notification of readiness for despatch. The supplier is, however, entitled, after setting an appropriate time limit and after an unsuccessful expiry of the latter, to dispose of the delivery item otherwise and to supply the ordering customer within an appropriately extended time limit.

The observance of the time limit of the date of delivery postulates the compliancy with the contractual obligations by the ordering customer.

6. Transfer of Risk and Acceptance

The risk is transferred to the ordering customer at the time of dispatch of the parts to be delivered at the latest; this applies even in case of partial delivery or if the supplier has taken over other services such as forwarding expenses or delivery and assembly.

On the ordering customer's demand and at his own expense the consignment is insured by the supplier against theft and pilferage, breakage, damage by fire and water as well as other insurable risks. If the delivery is delayed due to circumstances accounted for by the ordering customer, the risk is transferred to the ordering customer from the day of readiness for dispatch the supplier, however, is obliged, on the ordering customer's demand and at the latter's own expense, to effect the insurances requested by the ordering customer.

Delivered items, even if they have insignificant deficiencies, have to be accepted by the ordering customer without prejudice to the rights mentioned in section VIII. Partial deliveries are permitted.

7. Retention of Title

The supplier reserves the ownership of delivered goods until all the payments subject to the contract for delivery have been received.

The supplier is entitled to insure the delivery item at the ordering customer's expense against theft and pilferage, breaking, damage by fire and water as well as other insurable risks, provided that the ordering customer has demonstrably not taken out an insurance himself. The ordering customer may neither pawn nor transfer as a security the delivery item. In case of garnishment as well as confiscation or other disposal by third parties he has to notify the supplier immediately. In case of conduct contrary to contract by the ordering customer in particular in case of default of payment the supplier is entitled to withdrawal after sending a reminder and the ordering customer is obliged to return the goods. The assertion of the retention of title as well as the garnishment of the delivery item by the supplier shall not be esteemed as rescission of the contract unless the repayment act applies. The ordering customer is entitled to a resale within duly business operations only.

The thus caused purchase money claims against other purchasers are, as a precaution, esteemed to be assigned to us with all ancillary rights at the full amount already when they occur.

8. Liability for Deficiencies of the Consignment

On receipt, the ordering customer has to immediately inspect the goods regarding their completeness and proper condition. Apparent deficiencies have to be reported in writing within one week after the receipt of the goods, concealed deficiencies have to be reported in writing within one week after the discovery of the deficiency.

The supplier shall be liable as follows for deficiencies of the consignment including the lack of properties which had been expressly warranted; further claims are excluded.

All the parts concerned shall be, according to equitable discretion subject to the supplier's choice, mended or re-supplied. Replaced parts shall become the property of the supplier. In case shipment, assembly or the initial operation are delayed without the supplier's fault, so the liability expires after the expiry of the corresponding warranty period. In case of important third-party products the supplier's liability is limited to the assignment of the claims he is entitled to against the supplier of the third-party product. In agreement with the supplier, the ordering customer has to grant the supplier the required time and opportunity to mend or replace, as apparently necessary and according to equitable discretion, otherwise the supplier is exempt from the liability regarding the deficiencies. Of the direct costs caused by the repair and the supply of spare parts, respectively, - insofar the complaint turns out to be justified – the supplier bears the costs of the replacement including shipment as well as the reasonable costs of the disassembly and installation.

The period for the liability for deficiencies of the delivery item shall be extended by the duration of the operative interruption caused by the rectification of defects. Improper repair work possibly performed by the ordering customer or third parties annuls the liability for the arising consequences. Further claims by the ordering customer, in particular a claim on damages not originated on the delivery item itself, are excluded as far legally allowed.

9. Ordering Customer's Right Of Withdrawal

The ordering customer may withdraw from the contract, if the supplier is finally incapable of complete delivery before transfer of risk. The same applies in case of incapacity of the supplier.

The ordering customer may also withdraw from the contract, if in case of a purchase order of items identical in construction the execution of a part of the delivery becomes impossible regarding the quantity and if the ordering customer has a legitimate interest in declining a partial delivery; if this is not the case, the ordering customer can reduce the consideration accordingly.

10. Supplier's Right Of Withdrawal

The contract shall be adapted adequately in case of unanticipated events in terms of section V. of the terms of delivery, as far as they considerably change the commercial meaning or the contents of the service or considerably influence the suppliers operations and in case of impracticality of execution becoming evident subsequently. As far as this is not justifiable commercially, the supplier is entitled to completely or partially withdraw from the contract.

There are no claims for damages by the ordering customer based on such a withdrawal. If the supplier wishes to avail himself of the withdrawal, he shall have to inform the ordering customer on this as soon as possible according to his awareness of the importance of the event, in fact even if an extension of the time for delivery had been agreed on with the ordering customer beforehand. The supplier is entitled to refuse delivery until the effectuation or the securing of the payments to be made by the ordering customer if there is any justified concern that payment for the supplier's delivery may not be received or considerably later, due to poor economic financial circumstances of the ordering customer.

11. Exchange

The ordering customer may only assert a claim for the taking back or exchange of ordered goods within the scope of the terms of warranty. In all other cases, the return and exchange of goods, at the one-sided request of the ordering customer, is excluded. In these cases, the return or exchange of goods requires the explicit consent of the supplier. The ordering customer has no legal claim to such consent.

If the supplier agrees to take back or exchange the goods, then the ordering customer shall bear the costs and risk of delivering the goods to the supplier's headquarters.

The taking back and exchange of damaged goods is excluded.

The supplier shall issue a credit note to the ordering customer for the returned goods. The amount of the credit note shall be based on the list price applicable at the time of delivery of the goods or any alternative price listed in the invoice that was sent with the original consignment. If the returned goods cannot be specifically assigned to any one of several consignments to the ordering customer, then the list or invoice price of the most recent consignment of the respective article shall apply. If the former list price is higher than the applicable, current list price at the time the goods are returned, then the current list price shall apply.

The supplier is entitled to charge a flat administrative fee of 10% of the amount of the credit note for the taking back or exchange of the goods. This will be deducted from the sum reimbursed to the customer.

If the returned goods are exchanged against others, then the above-mentioned regulations shall apply. With regard to new goods received in the exchange, the currently applicable list prices shall apply.

12. Data Protection

Order-related customer data are stored and statistically and internally processed by computer; the ordering customer agrees with this by signing the order (not applicable for legal persons). Confidential handling of the data in terms of data protection is warranted.

13. Place of Execution and Jurisdiction

In case of disagreements resulting from the contractual relationship a lawsuit may be filed with the court of justice competent for the supplier's head office, if the ordering customer is a merchant who has been entered as such in the commercial register, a public legal person or special public-law funds, the supplier is also entitled to institute legal proceedings at the head office of the ordering customer.