

Terms and Conditions of Trade of the DOSER MESSTECHNIK GmbH & Co. KG

Kemptener Str. 73, D-87629 Füssen, Germany

I. Definition

1. Definition: Customer in the sense of the following settlement is every natural person which is concluding a legal transaction for a purpose which is part of neither their commercial or their self-employed business. Contractor is a natural or legal person or a corporated partnership which at conclusion of the legal transaction acts in exercise of its commercial or self-employed business.
2. The following terms and conditions of trade are part of all offers and legal statements of the Doser Messtechnik GmbH & Co. KG and basis of all sales, deliveries and further performances including consultations & information. They are at least active from the point of acceptance of our wares or services.
3. Contradictory terms & conditions of trade of the customer are excluded, even if we do not reject them explicitly.
4. For supplementary & consequential orders these terms & conditions are valid as well. They are active from the point of each delivery or acceptance of service on.

II. Conclusion and Subject of Matter of the Contract

1. Preliminary agreements (e.g. offers, descriptions, estimate quotations, offers on our homepage) are not binding, unless stated otherwise. Information, data from our flyers, Hand-outs and technical manuals shall only be informative and offer a general knowledge. Unless stated otherwise they shall not be part of the contract. The contract comes into being through the order of the customer (written, by telephone or online via E-mail) and written acceptance through the Doser Messtechnik GmbH & Co. KG. For contents and size of the contract only our written confirmation of order is relevant. Changes of the contract & verbal agreements are only valid with a written confirmation.
2. We reserve us the right to make technical changes during the construction of the order if they are due to either technical progress or in a certain case of advantage for the performance of the machinery.

III. Prices

1. The prices of our wares are from factory and without legal VAT, package and assembly (unless agreed on otherwise). If the legal VAT should be increased during the duration of the contractual relationship we are authorized to accordingly increase the percentage of VAT set in the contract.
2. If the customer orders the assembly he has to pay for it including all additional expenses like travel, transport of tools necessary for assembly and eventually occurring housing and food costs.
3. Performances have to be paid after the bill has been issued. For payment within eight days we offer a 3 % cash discount. For delivery to foreign countries the payment has to be either COD or prepayment with 3 % cash discount , unless different conditions have been agreed upon.
4. If the contracting party does not pay within 30 days after it received the bill default of payment occurs. In a case of default of payment our claim is according to § 288 BGB to be rated with five percent-points over the basic rate of interest p.a.; for businesses the overdue interest is eight percent-points over the basic rate of interest p.a. If further damage occurs for us through non-payment we definitely reserve us the right to claim compensation.
5. Our acceptance of cheques, bills of exchange and other securities occurs only under the usual reservation concerning their redemption, their discounting possibilities, and the receipt of all additional costs that are linked to their redemption through the customer, and only as fulfilment. Discount and bill of change expenses as well as further costs of money transfer have to be payed by the customer and are due immediately.
6. For payment from foreign countries for orders less than € 1.300,00 we charge € 12,00 for handling.
7. If we do a part performance we reserve us the right to claim part payment accordingly.
8. If the contracting party is a company it is only permitted to set-off if the counterclaim is either not rejected or has been stated absolutely.

IV. Reservation of Title

All wares stay property of the Max Doser GmbH & Co. KG until all claims are met (for either cheque or note of exchange until they are redeemed).

If the contracting party is an industrialist these further rules apply:

The Doser Messtechnik GmbH & Co. KG has to be informed immediately about access of third to wares in its possession.

Costs for a third party action or costs for an irregular release of our property due to such access have to be paid by the contracting party.

For safety any claims due to a resale or other legal reason concerning the wares under reservation (including any balance-claims out of current account) are better now given to the Doser Messtechnik GmbH & Co. KG by the customer. We authorize the contracting party revocable to collect the claims assigned to us in his own name for his bill. This standing order for a direct debit can be revoked, if the contracting party is not following its payment-obligations correctly.

If the total worth of the securities deposited by the contracting party grows to more than 20 % we will release securities of our choice so far on request of the contracting party.

V. Responsibility in Case of Damage

1. If the contracting party is fetching the wares from us the responsibility for accidental submersion or accidental damage goes to the contracting party at the moment of transfer. If sent, the responsibility goes to the contracting party at the moment of transfer from the transport company to the contracting party, even if freight-free delivery has been arranged.
2. The way in which the wares are sent is up to the choice of the customer. If no information is given they will be sent standard shipping company of the supplier.

VI. Guarantee

1. Towards industrialists we incur a liability for defects of quality of the delivered products within the following rules:
 - a) The state of limitation for demands due to defects of quality is 12 months.
 - b) The contracting party has to claim defects of quality immediately, otherwise the liability for defects of quality will be waived (§377 HGB).
 - c) Our guarantee fulfilment is after our own choice either replacement, cancellation of contract, diminution or remedying a defect. For delayed, denied, or in several cases fulfilled remedy the right of the contracting party to for cancellation or price reduction stays untouched.

DOSER MESSTECHNIK GmbH & Co. KG,
gesetzlich vertreten durch die Doser Beteiligungs-GmbH,
diese wiederum vertreten durch den Geschäftsführer Dipl.-Ing. FH Jürgen Doser,
Kemptener Straße 73, 87629 Füssen
Registergericht: Amtsgericht Kempten HRA 8640/Doser Beteiligungs- GmbH: HRB 97
Vat no: DE252142345; St.-no: D125/156/04101; WEEE-Reg.-no: DE76642184

- d) If repairs or changes of the wares were made by a third or by the contracting party without permission of the Doser Messtechnik GmbH & Co. KG the guarantee is discharged. This is not the case, if the contracting party can prove that the defects in question were not caused by himself or the third.
2. Against customers the legal guarantee-conditions are valid. The contracting party is committed to send a written claim about obvious defects of the wares, including defects due to wrong transportation, immediately.
3. For elimination of defects the contracting party has to grant us fair discretion of time and opportunity. The contracting party has to take care especially that the complained object is assessable for us for repairs and examination. In the case that the contracting party has received the wares through delivery by post or a delivery service he has to send it to us (Doser Messtechnik GmbH & Co. KG, Kemptener Straße 73, D 87629 Füssen) and has to pay the shipping costs. We will no accept unfree packages.

Consumers will have get the money for the shipping back, if the claim was justified, the amount returned will be what the cheapest way of shipment would have been, usually a post package.

VII. Assembly

If part of our performance has to be assembly works the following rules are additionally valid:

1. The contracting party has to inform us unasked about not visible cables or plumbing (or similar) at the site of assembly before assembly starts. If this does not happen any damage occurring is the responsibility of the contracting party.
2. The contracting party has to take care of all necessary further work in agreement with us. He has to provide all the necessary supplies (electricity, water, air etc.)
3. If the assembly is delayed through circumstances we are not holding responsible for the contracting party has to pay for additional time and travel costs.

VIII. Power of Revocation and Plight for Returning Wares

This paragraph concerns only consumers, hence any natural person that is making a deal with a purpose that is part of neither a commercial or their self-employed business. The consumer as contracting party has the power of revocation according to the following regulations if the contract came into being only through use of far-communication devices (letters, catalogues, telefax, E-mail etc.):

1. The contracting party is no longer bound to its statement to make a contract if he revokes it within two weeks after receiving the wares. Revocation does not have to be justified, but has to be in written form, in textual form, or through returning the wares within two weeks. For protection the sending of either the ademption in time, or of the wares to:

DOSER MESSTECHNIK GmbH & Co. KG
Kemptener Straße 73
87629 Füssen

is sufficient.

2. After the receival of the emendation we will return eventual costs. The contracting party has to return the wares on our costs and risk. The package has to be frank, unfree package will not be accepted.
Consumers will receive their expenses back, the cheapest possibility of sending will be returned in money, usually the amount of sending them as post parcel.
3. If the returned wares are diminished the contracting party has to reimburse the Max Doser GmbH & Co. KG accordingly, if the diminishing is not due to an examination of the wares.
We hereby notify the contracting party that it has to pay compensation for damage if new wares can be resold by us only as used wares due to the contracting party's usage of the wares. The contracting party can avoid any diminution of wares by handling them with care, especially by carefully opening the package, and by not making any technical changes.
4. Hardware that is accompanied by sealed software can only be returned if the software is still sealed.

IX. Limitations of Liability

1. Any rights not mentioned specifically in this contract, especially rights of compensation or of impossibility, delay, positive violation of contract, fault when signing the contract, unallowed action, and on replacement of consequential harm caused by defect - even so far standing claims in connection with guarantee-rights of the contracting party - are except of body damage excluded, if they do not result in a either deliberate or severe negligent breach of contract through us one of our legal representatives, or one of our vicarious agents.
2. Against contractors our liability in case of severe negligence is reduced to the foreseeable damage at the point of conclusion of the contract.

X. Law in Use, Place of Effect, and Legal Venue

1. For our legal relationship only the law of the Federal Republic of Germany is in effect.
2. Against contractors the following is in effect:
If the contracting party is a merchant the only possible legal venue is the place of the seller, hence, Füssen. This is also the case for legal actions concerning cheques and bills of exchange.

XI. Saving Data

We are authorized to process and save all data about the contracting party in the sense of the Bundesdatenschutzgesetz, as long as it seems to be useful in the frame of the contract or in context of the business-relationship.

XII. Miscellaneous

1. For our data (drawings, pictures, manuals etc.) we reserve us the copyright. It can only be made accessible for third with a previously given authorization from us.
2. Any software delivered is only to be used on the hardware previously agreed on, any form of copying – except of safety-copies – can be only made with our agreement.
3. We are authorized to make use of third, reliable companies to fulfil our plights.
4. If one of the previous rules is legally ineffective the validity of the other rules is not touched.