entitled to charge storage cost at the rate of 5.00 Euro per square metre of storage area per month.

is delayed by the purchaser by more than 14 days due to understandable circumstances, we are

Our goods are delivered in the customary packaging. The clear acceptance of the goods by the for-

VII. Packaging and dispatch

and to surrender them to us. Should the amount of such surety exceed the amount of our claims by

Goods remain our property until all claims including those that arise in the future have been paid

counter-claim has been determined validly or is indisputable. The purchaser shall only be entitled to

or reduce amounts – even if notices of defects are given or if counter-claims are asserted – if the

Repairs

X. Liability

Claims for damages are excluded regardless of the kind of violation of duty, including illegal acts, unless due to willful misconduct or gross negligence on our part. In case of culpable violation of material contractual obligations (cardinal duties), we shall be liable for any negligence, but only up to the amount of typically occurring, readily foreseeable damage; claims for compensation for

bonds, damages, etc.) This also applies to I conditional claims. Should goods subject to retention of title be processed or combined with our items not belonging to us in terms of §§ 947 and 950 German Civil Code, we shall acquire co-ownership in the new product(s) in proportion to the value of title be processed or combined with our items not belonging to us in terms of §§ 947 and 950 German Civil Code. It is hereby expressly agreed that any use in or for application for medical equipment, for aviation or space or nuclear purposes, in safety related automotive appli-

should any of these terms and conditions be inapplicable for any reason whatsoever, this shall not affect the effectiveness of the remaining terms and conditions.

XIV. Place of performance, venue

The place of performance is Frankfurt/Main. The venue for all disputes is Frankfurt/Main, to the exclusion of any other legal venue. Any public law authority other than our legal venue or our

XV. Miscellaneous

Hilscher does not assume any responsibility for the products being appropriate to the aim inten-
ded by the customer; this responsibility is subject solely to the customer’s discretionary power and responsibility. In particular it is hereby expressly agreed that any use in or in application for medical equipment, for aviation or space or nuclear purposes, in safety related automotive appli-

the rights of its user organizations - the Licensee shall independently acquire the relevant rights.

or programs have not been developed or designed for any of those or similar purposes. Hilscher

and responsibility.. In particular it is hereby expressly agreed that any use in or for application for medical equipment, for aviation or space or nuclear purposes, in safety related automotive appli-

and responsibility. In particular it is hereby expressly agreed that any use in or for application for medical equipment, for aviation or space or nuclear purposes, in safety related automotive appli-

the claims ceded to us. In case that circumstances occur for the purchaser that, in our opinion do

in case of hidden defects, the notice of defects shall be given within the guarantee period in any case. In addition, the statutory provisions pursuant to §§ 434 et. sequ. para. 1 German Civil code shall apply. The covenants of guarantee of item IX shall apply mutatis mutandis.

XII. Marking of goods, trade mark rights

A change of our goods or any special marking that represent the mark of origin of the purchaser or a

or programs have not been developed or designed for any of those or similar purposes. Hilscher

points out that there might be third-party rights as regards the different field bus processes and

and responsibility.. In particular it is hereby expressly agreed that any use in or for application for medical equipment, for aviation or space or nuclear purposes, in safety related automotive appli-

XIII. Effectiveness

In case of hidden defects, the notice of defects shall be given within the guarantee period in any case. In addition, the statutory provisions pursuant to §§ 434 et. sequ. para. 1 German Civil code shall apply. The covenants of guarantee of item IX shall apply mutatis mutandis.

XII. Repairs

Reparations are carried out without guarantee if no deficiency report has been submitted. For repairs, corrections to be made outside of our facilities, e.g. by force majeure, traffic disruptions, strike, lock-out, the delivery period shall be extended accordingly. The purchaser may only withdraw from the contract after setting a reasona-

A characteristic of the Hilscher products is the design and workmanship applied by us at the time of delivery. The guarantee exists in that we will repair or replace at our option any defects or defective goods provably due to defects in materials or manufacture free of charge within the guarantee period. The guarantee is only valid for the defects or defective goods which we have not been able to deliver or for replacement goods which we have not been able to deliver that are immediately fully complete. The guarantee is for Goods from sub-suppliers only is granted to the extent to which such sub-supplier grants a guarantee for the goods. The guarantee period for goods produced by us is 36 months, for replacement goods it is the date of acceptance / purchase. The aforementioned provisions shall not apply if statutory provisions pursuant to § 438 para. 1, no. 2. German Civil Code, § 478 para. 1. German Civil Code and § 634a para. 1, German Civil Code are mutually stipulated longer periods. Should, despite all care taken, goods delivered by us show defects which already existed at the time of risk transfer, we shall repair or replace such goods at our option subject to timely receipt of a notice of defect. We shall always be provided with the contract as a consequence of our silence or our deliveries. If the notice of defects has been assigned to us, the purchaser shall only be entitled to retain amounts for double-claims resulting from the same contract.

VII. Transfer of risk

We deliver FCA “Free Carrier”, Rheinstraße 15, 65795 Hattersheim according to Incoterms 2010. All consignments, including returns, if any, are transported at the risk of the purchaser.