

Terms and Conditions of Sale

This is a convenience translation only. The German version prevails.

1. General

The sale of our products is based exclusively on these terms and conditions of business, even if in any individual case we have not contradicted any purchasing conditions of the buyer, which may deviate from these. At the latest with the acceptance of our products, these conditions are considered to be accepted without reservation by the buyer. This applies also in the case of a preceding objection.

2. Offers

Our offers are made subject to confirmation, providing they are not expressly given as being binding for a specific period of time. A sales contract does not come about until our written order confirmation.

3. Prices

The prices valid on the day of delivery are applicable plus the legally applicable rate of VAT, providing no other agreement has been reached. The prices are ex works Heidelberg. The packaging will be charged for at cost.

4. Transport and passage of risk

Transport is carried out exclusively at the risk and at the expense of the buyer. The risk is passed to the buyer once the products are delivered to the carrier. If dispatch or final inspection of goods that are ready to dispatch is delayed for reasons which the buyer is liable for, then the risk is already passed to him with notification of readiness for dispatch.

5. Export licence

Depending on the configuration of the machine, an export licence may be necessary. The buyer is responsible for punctually procuring the necessary documents to apply for the licence. Delays in issuing the export licence, which are due to delayed delivery of the necessary documents, can extend the agreed delivery deadline. If the Federal Office of Economics and Export Control should refuse an export licence, then the contract is considered to be invalid.

6. Delivery dates

A specified time period is considered to be agreed unless a precise delivery date has been agreed in writing. The period of time is considered to have been complied with if the goods have left the factory by the end of the delivery time period or notification of readiness for dispatch has been given. Unforeseen obstacles, which we cannot avoid, despite taking the individually corresponding care, the delivery time will be extended appropriately. This rule also applies in the event of a delay in delivery. It is irrelevant for this whether the obstacles have occurred at Heidelberg Instruments or one of our suppliers. If delivery becomes impossible due to circumstances which we are not responsible for, then we are freed from our obligation to deliver. If unforeseen obstacles occur, then the buyer, after setting an appropriate period of grace, can withdraw from the contract.

7. Payment, offsetting, retention, return

Our invoices for machines and additional products are, unless otherwise agreed, are payable net, 30% on placing the order, 60% on delivery and 10% after final inspection on location. All other services must be paid for immediately net. In the event of a delay in payment, then the buyer must pay default interest at a rate customary in banking. If after an order has been placed with us, we should become aware of circumstances which justify substantiated doubt about the creditworthiness of the buyer, then we are entitled to deliver the goods only against payment in advance and may also make further orders dependent on the corresponding advance settlement of the invoice. The buyer can only offset with undisputed accounts receivables, or exercise a right of retention for claims which arise from the same contractual relationship. The buyer is only entitled to return the goods if an express agreement on this has been reached in advance.

8. Retention of title

Until complete payment of the purchase price has been received, and all existing and future accounts receivables from our business relationship with the buyer have been settled (including any checks and bills of exchange being credited), the goods delivered remain in our ownership (reserved goods). The buyer is entitled to sell the reserved goods within the framework of orderly business operations, providing he meets his contractual obligations. Otherwise we are entitled to require that the reserved goods be surrendered. In this case, the buyer has no right to possession of the goods, and it entitles us, without prejudice to his payment obligation, to sell the returned reserved goods and to credit the surplus to him. At the time of buying the reserved goods, buyers assign to us any accounts receivables by them, which may arise from selling on the goods. The buyer remains entitled to collect the assigned accounts receivables until revoked, however if requested by us, he must inform us immediately and completely of the amount of these accounts receivables and the name of the corresponding customer.

9. Information

All information provided in writing or verbally on the suitability and possible applications of our products is given to the best of our knowledge. However, these are only our figures based on experience, which are not binding. In fact, the buyer must carry out his own tests to verify the suitability of the products for the intended purpose.

10. Warranty

Complaints about faults, which can be identified, incorrect deliveries, or different quantities are to be made to us in writing immediately, at the latest however 10 days after delivery of the goods. Otherwise the products are considered to be accepted defects. We must immediately be informed of hidden defects as soon as they are discovered. Excluded from the warranty is damage as a result of usual wear and as a result of incorrect use or maintenance. In the case of a substantiated and punctual complaint, we will rectify the defects or make a replacement delivery as we see fit; any further claims, in particular compensation for consequential damage, are ruled out.

11. Product liability

According to the Product Liability Act, Heidelberg Instruments is liable for damage caused by our product being faulty. The prerequisite for this is that the assembly and instruction manuals have been complied with in all points and that all parts are still in their original condition.

12. Place of performance and jurisdiction

Place of performance, place of payment and place of jurisdiction, also for actions on bills of exchange and checks, is, where permissible, Heidelberg. German law is exclusively applicable. The "Uniform Law on the International Sale of Goods" is excluded. The current Incoterms are also applicable.

13. Data protection

The business data of the buyer will be processed as provided for in the Federal Data Protection Act.

14. Final clause

The legal ineffectiveness of individual terms does not affect the binding character of these General Terms and Conditions of Business in other respects.

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