

1. General

The following conditions permanently and exclusively form the basis of each and every business transaction between the company Taurus Europe GmbH and its contractual partners. They also apply to future transactions and are considered to be accepted and agreed upon ordering or receiving Taurus Europe products. They also form part of the contract even if the contractual partner objects to them and/or applies his own deviating conditions. The latter will only be accepted as part of the contract if this has been confirmed expressly in writing by the company Taurus Europe GmbH. If this confirmation is not given, any deviating conditions are considered to be contrary external terms and conditions. Taurus Europe GmbH is entitled to assign its claims. Payment must be made exclusively to the assignee and with debt-discharging effect.

2. Offers

All offers by the company Taurus Europe GmbH are in principle non-binding and subject to confirmation. Orders are accepted by means of written confirmation or their supply. The right to undertake product alterations, especially adaptation to technical advances, is expressly reserved.

3. Prices

All prices apply ex warehouse at Wesseling (net cash plus applicable sales tax) including standard packaging. Special packaging, especially for spare parts, accessories and consumables, will be charged separately and must, accordingly, be paid for separately by the customer.

All dispatches – including any returns – are exclusively at the expense and risk of the buyer.

4. Payment

Payment is due immediately upon delivery and issuing of the invoice. The place of payment is Wesseling. Payments must be made in net cash. The buyer acknowledges his obligation to pay interest to the amount of 5% above the current valid interest rate of the German Federal Bank from the 1st day after the due date to the company Taurus Europe GmbH. Neither cheques nor bills of exchange will be accepted, unless this has been agreed in advance. Even then, cheques and bills of exchange will only be accepted as payment.

In the event of agreed payment by cheque or bill of exchange, the buyer undertakes to refund all costs that may arise from the transaction to the company Taurus Europe GmbH. These payment terms apply equally to partial deliveries, to which the company Taurus Europe GmbH is in principle entitled. Any payment arrears or a dwindling in assets on the part of the customer entitles the company Taurus Europe GmbH to a right of retention until all existing debts of the buyer have been settled and, in the event of a fruitless extension to the payment period, Taurus Europe GmbH may withdraw from the contract. In the latter case, the company Taurus Europe GmbH is entitled to take back goods that it has already delivered and to claim compensation for non-fulfilment. All claims against the buyer (including those for goods that have not yet been dispatched but which are ready for dispatch) are due immediately:

- If the buyer falls into arrears with the payment. This does not include cases in which he can produce proof of payment to a shipper,
- If a considerable dwindling of his assets occurs after the dispatch of the ordered goods or the order confirmation,
- If he asserts that he is not willing or able to fulfil his contractual obligations in due time,
- If he infringes contractual agreements.

The company Taurus Europe GmbH is entitled to assign the demands from its business relationship.

All payments must be made with debt-discharging effect exclusively to the bank account of ABN AMRO Commercial Finance GmbH, Gereonstraße 15-23, 50670 Köln, to whom the company Taurus Europe GmbH has assigned its current and future claims from its business relationships. It has also transferred its reserved ownership to this institute.

5. Sales tax

With regard to the internal market sales tax legislation, which took effect on 1 January 1993, the buyer undertakes to provide the company Taurus Europe GmbH with his sales tax identification number in a timely manner, if he is located outside the Federal Republic of Germany.

The buyer indemnifies the company Taurus Europe GmbH from all liability that may arise from any late and/or improper statement of the buyer's sales tax identification number.

6. Right of retention

The company Taurus Europe GmbH reserves the right of ownership of the delivered goods and services until the complete payment of all obligations by the buyer, irrespective of their nature and legal basis, resulting from the business relationship.

During an ongoing transaction the retained property acts as security for the outstanding balance. When installed in other goods by the buyer, the company Taurus Europe GmbH becomes co-owner of the newly created products to the degree of the ratio of the value of the delivered goods to the other goods used. If the goods delivered by the company Taurus Europe GmbH are mixed or combined with other items, the buyer hereby assigns his ownership or co-ownership rights to the mixed stock or the new item and shall store these items safe and free of charge on behalf of Taurus Europe GmbH. The buyer is entitled to process and sell the retained goods in the ordinary course of business as long as he is not in arrears. Pledges and collateral assignments are not permitted. Any claims resulting from the resale or any other legal reason (insurance/tort) with regard to the retained goods, as well as surrogates (incl. all balance claims from current account) are hereby assigned by the buyer to the full amount to the company Taurus Europe GmbH as security, who accepts this assignment. The company Taurus Europe GmbH authorises the buyer revocably to collect claims assigned to it on their account in his own name. This authorisation can be revoked only if the buyer does not properly meet his payment obligations. If third parties are given access to the retained goods, the buyer is referred to the ownership rights of the company Taurus Europe GmbH, and must inform the company immediately.

Access by third parties must be averted. In the event of payment arrears, especially the non-clearing of cheques, the company Taurus Europe GmbH is entitled, in the absence of appropriate judicial title or authorisations, to take back the retained goods following assertion of an ownership claim, and for this purpose the business premises may be entered by authorised persons, who must legitimise their identity correspondingly. The costs of transporting the returned goods must be borne in full by the buyer. Upon the demand of the buyer the company Taurus Europe GmbH undertakes to release the relevant securities if the value of the securities exceeds the claims to be covered by more than 20%; the selection of the securities to be released will be made by the company Taurus Europe GmbH.

Where the claims of Taurus Europe GmbH have been assigned to ABN AMRO Commercial Finance GmbH, its right of retention is equally assigned to this institute. To assert the rights of retention it is not necessary to withdraw from the contract, unless the customer is a consumer.

7. Patents and copyrights

The company Taurus Europe GmbH reserves all rights of ownership and copyright relating to drafts, designs, and descriptions of the entire hardware and similar documents. These may not be made available to third parties without the written consent of Taurus Europe GmbH. Reproduction is also forbidden without express consent. Documents provided must be returned immediately upon demand to the company Taurus Europe GmbH. This especially applies in the case of contractual infringements of any kind.

The company Taurus Europe GmbH cannot be made liable for the infringement of any patent rights or other copyrights.

8. Delivery deadlines

Delivery dates are non-binding unless this has been agreed separately in writing. If the company Taurus Europe GmbH exceeds a binding agreed delivery deadline by more than one month, the customer is entitled to withdraw from the contract after a reasonable extension period unless the supplier is not responsible for the delay, as it is due to the behaviour of a third party. Compensation claims are excluded. The same applies with regard to events that are outside the control of the company Taurus Europe GmbH, especially force majeure, the refusal, restriction, suspension or retrieval of a licence, permit or other measures on the part of the relevant authorities, fire, explosions, other tariff conflicts, scarcity of materials, energy or transport possibilities, war and upheaval.

9. Transfer of risks

Risks are transferred to the customer as soon as the shipment has been passed to the shipper or has left the warehouse of Taurus Europe GmbH for the purpose of dispatch. If the shipment is delayed or becomes impossible through no fault of Taurus Europe GmbH, the risk is transferred to the customer as soon as notification has been made of the readiness to dispatch. Any agreement by Taurus Europe GmbH to assume transport costs in individual cases has no influence on the transfer of risks.

10. Guarantee

The guarantee encompasses the warranty that, at the point of delivery, the goods are without any fault that might prevent or restrict their intended usability. The prerequisite for claiming on the guarantee is that the customer examines the received goods immediately for any transport damages and product defects and reports these to the company Taurus Europe GmbH by registered letter within 14 days from receipt of the goods, including as precise a description as possible. Furthermore, it is a prerequisite that he returns the goods at his own expense and risk to the company Taurus Europe GmbH. In the event of a justified claim, the customer is entitled, according to the discretion of the company Taurus Europe GmbH, to either a gratis repair or, in the case of returned goods, to a replacement. All compensation claims on the part of the buyer that may arise directly or indirectly from the order or delivery or use of Taurus Europe products, irrespective of legal basis, are excluded. Claims due to the lack of warranted properties can only be asserted if a particular property has been guaranteed expressly and in writing in an individual case. Liability is then determined according to statutory rules. Liability for consequential damages is expressly excluded. If the customer fails to make a report within the agreed time period, or does not provide a suitable description of the defects, the company Taurus Europe GmbH is entitled to declare his rights to be forfeited. In the case of a repair, the guarantee period is not extended. The warranty period shall not be set in motion again. It is expressly agreed that the company Taurus Europe GmbH is entitled, in the event of unjustified claims, to charge a test penalty, currently to the amount of € 25.

11. Export controls

The goods delivered by Taurus Europe GmbH are intended for use in and must remain in the country of delivery as defined in the contract. The export of these goods – individually or in system-integrated form – is subject to foreign trade regulations (AWG, AWW) and EU Ordinance No. 428/2009. Products from US producers are subject to the export control regulations of the United States of America: these products also include goods not produced in the USA, but produced elsewhere under US license, which must be licensed in accordance with the export administration regulations. The buyer is responsible for informing himself about the relevant requirements: on German provisions at the Federal Office of Economics and Export Control (BAFA), 65760 Eschborn/Taunus; on US provisions at the US Department of Commerce, Office of Export Administration, Washington DC 20320.

In cases of doubt, all goods delivered by Taurus Europe GmbH are subject to export permits, even if this is not specified separately. It is solely the customer's obligation and responsibility to obtain any necessary permits and export documentation before exporting such products. Every further delivery of contractual products by our customers to third parties, either with or without our knowledge, requires the simultaneous transfer of export documents.

If the customer receives goods in the countries Australia, Japan, Canada, New Zealand, Norway, Switzerland and the United States of America via the general export authorisation of the EU (EU 001) we indicate hereby that these goods are subject to export controls.

The customer undertakes to Taurus Europe GmbH to observe all export control regulations: similarly, he will oblige all further recipients of the goods in question to make the same undertaking.

The customer is liable for all damages and consequences suffered by Taurus Europe GmbH as a result of any infringement of these obligations.

12. Liability

Compensation claims of any kind against the company Taurus Europe GmbH are, unless excluded by means of the above conditions, restricted to intent or gross negligence on the part of the company Taurus Europe GmbH, its organs, its management staff or other employees.

The company Taurus Europe GmbH and its employees are not liable for minor negligence, unless the damages are due to a lack of warranted properties or the infringement of essential contractual obligations, if the attainment of the objectives of the contract is jeopardised as a result.

13. Concluding provisions

The transfer of rights and obligations arising from this contract by the buyer to a third party requires the written consent of the company Taurus Europe GmbH. This contract contains all agreements between the parties and replaces all earlier agreements with regard to the object of the contract. There are no verbal agreements. Changes and additions to this contract are only valid if they have been recorded in an additional contract that has been signed by both parties. The invalidity of one or more conditions in this contract does not affect the validity of the contract in general.

14. Applicable law

The contracts of the parties are subject exclusively to German law, to the exclusion of the UN Convention for the International Sale of Goods.

15. Place of fulfilment

The place of fulfilment and jurisdiction is Brühl.

16. Severability clause

In the event of any gaps, ambiguities or changes, the general terms and conditions must be applied in the intended spirit of the business agreements. Should a contractual provision be or become invalid, it must be replaced by a valid contractual provision that corresponds as closely as possible to the intent and purpose of the discarded provision. Should any of the above conditions be or become invalid, this does not affect the validity of the remaining provisions.