

I. General

1. The following terms shall apply to all quotations for and sales of brand-new trailers, semitrailers and bodies from the seller to the buyer, hereinafter referred to as the supplier and orderer.
2. Place of performance for both parties for all current and future claims arising from the business relationship is the supplier's domicile.
3. The exclusive place of jurisdiction, also for legal action deciding claims arising out of a bill of exchange or for claims based entirely on documentary evidence, is the court with local jurisdiction for the supplier, i.e. Recklinghausen Local Court and Bochum Regional Court.
4. The law of the supplier's country shall be applicable.
5. The scope of the delivery shall be determined in accordance with the details of the quotation in conjunction with the confirmation of order.
6. Verbal ancillary agreements and subsequent amendments to the contract shall only be valid if they are confirmed in writing by the supplier. The same shall apply to guaranteed characteristics of the article of sale. The orderer's claims arising from the contract may not be assigned. The orderer is bound to the offer to buy for four weeks. The offer to buy shall be regarded as accepted if the supplier has not rejected it within four weeks.

II. Prices

1. The prices are expressed – without prompt-payment discounts or other discounts – net ex supply works plus the rate of value added tax valid at the time of delivery. Any price or cost increase surcharges levied on the day of delivery as well as price increases and chargeable tax increases resulting from official orders or due to economic reasons shall be added to these prices. Special conditions of any nature whatsoever shall not be granted.
2. Costs of transport insurance, loading and transport as well as customs charges shall be borne by the orderer.

III. Terms of payment/reservation of title

1. Unless otherwise agreed, one third of the purchase price shall fall due at the time of the conclusion of the contract and one third once the supplier has notified the orderer of the readiness for shipment of the article of sale or of significant parts of the article of sale. The final payment shall fall due at the time of delivery.
2. Irrespective of the used means of payment, payment shall only be regarded as effected when the total invoice sum has been irrevocably credited to the supplier's account.
3. If the orderer is in default in its payments, then the supplier may demand default interest from the day of default onwards. The interest rate is to be stipulated by the parties. If no such stipulation is made, then an interest rate of 8 per cent over the base interest rate of the European Central Bank shall be regarded as agreed.
4. The article of sale shall remain the supplier's property until payment in full. At the supplier's request, the orderer must comprehensively support it in its endeavours to protect the supplier's title to the article of sale in the country in question. The reservation of title shall not affect the provisions on the passing of risk according to IV. Paragraph 1.
5. The article of sale subject to reservation of title is to be treated with care by the orderer and appropriately insured against all risks, especially fire, theft and water risks. At the supplier's request, the orderer must furnish proof of this insurance.
6. The orderer is not permitted to pledge or otherwise charge the article of sale subject to reservation of title. In the case of any assertion of claims by third parties, the orderer must notify the supplier accordingly without delay and must protect the supplier's title.
7. If the orderer is in default with obligations arising from the contract, then the supplier is entitled at any time to withdraw from the contract and to demand the return of the article of sale subject to reservation of title. In this case, the orderer must remunerate the supplier the utility value and must reimburse any possible damage to the article of sale. The amount of the remuneration for use and of the reimbursement for damage can also be stipulated in a binding manner by an appraisal which is to be arranged by the supplier by an appraisal body which is to be determined by the supplier.

The supplier's right to demand claims for damages due to breach of contract shall remain unaffected.

IV. Delivery

1. Unless otherwise stated in specific delivery clauses in the contract, the article of sale shall be regarded to be delivered "ex works" (EXW). If the supplier undertakes in the case of an EXW delivery at the orderer's request to send the article of sale to its point of destination, then risk shall

pass at the latest at the time when the carrier accepts the article of sale. Unless otherwise agreed, part deliveries are permitted.

2. The delivery period shall commence when the contract comes into force and when agreement has been reached on the manner of design, subject to compliance in due time with the agreed terms of payment. If before delivery in any point whatsoever a different design of the article of sale is demanded by the purchaser, then the continuation of the delivery period shall be suspended until the day an agreement is reached on the design and if necessary it shall be extended by the required time for the different design.
3. If the parties have agreed upon a delivery date or a delivery period and if the delivery date or delivery period is exceeded by more than 6 weeks, then the orderer shall have the right to set the supplier a reasonable additional period to effect performance. If the article of sale is also not delivered by the supplier by the expiry of the additional period, then the orderer may withdraw from the contract by written declaration. The aforementioned deadlines shall only cease to apply if this is expressly agreed in writing.
4. If the supplier intentionally agrees to delivery dates in a binding manner which it cannot meet or if it intentionally does not meet delivery dates which were promised in a binding manner, then it is obliged to reimburse the orderer the loss caused by the non-compliance. The supplier shall also be liable for damages if it to the exclusion of the aforementioned deadlines agrees fixed delivery dates in a grossly negligent manner which it does not meet. Under the meaning of these General Terms, gross negligence shall be constituted by an action or failure to act in which case the supplier either did not exercise the due care and attention with regard to the occurrence of serious consequences which a responsible supplier would have normally foreseen or if the supplier intentionally disregarded the consequences of such an action or failure to act.
5. In the case of belated payment by the orderer, the supplier, after written notification to the orderer, may suspend the performance of its own obligations until receipt of payment. In this case, the orderer shall not be entitled to the reimbursement of the loss caused by the delay or non-performance in accordance with Paragraph 8.
6. If the article of sale is not delivered by the delivery date or delivery period (as stated in Paragraphs 1 to 2) and if the supplier is responsible for the delay, then the orderer from the time when the delivery should have taken place shall be entitled to the reimbursement of the loss caused by the delay. The amount of damages shall be restricted to 0.5 per cent of the purchase price for every full week of the delay and shall be 5 per cent at most. The damages shall fall due with the assertion in writing by the orderer, however not before the total delivery has been completed or the orderer in accordance with Paragraph 3 has withdrawn from the contract. The orderer shall lose its claim to the payment of damages if it does not assert such damages in writing within six months from the time when the delivery should have taken place.
7. Notwithstanding the regulation in Paragraph 3, the orderer is entitled to withdraw from the contract immediately by written notification to the supplier if it is without doubt clear from the circumstances that the delivery will be delayed by a period on account of which the orderer would be entitled to the maximum rate of compensation for the delay in accordance with Paragraph 6.
8. If the orderer has withdrawn from the contract due to the reason in accordance with Paragraph 3 or 7 and if the supplier is responsible for the delay, then the orderer shall be entitled to damages due to non-performance. The damages due to non-performance shall be limited to 10 per cent of the purchase price. If the orderer is not entitled to the full delay compensation of 5 per cent in accordance with Paragraph 6, then, in the case of withdrawal from the contract, the amount of the non-performance compensation shall be increased accordingly by the amount of the non-asserted difference of the delay compensation. The total amount of the compensation due to non-performance and default is limited to 15 per cent of the purchase price.
9. More extensive claims by the orderer against the supplier in the case of non-delivery are excluded.

V. Acceptance conditions

1. The orderer has the right to examine the article of sale at the agreed place of acceptance within 8 days after notification of its readiness. However, any test drive must remain within the boundaries of customary test drives of the supplier unless the orderer assumes the additional expenses. The examination right shall be tacitly waived if the examination does not take place within the stated deadline or the order for shipment is awarded. The article of sale shall then be regarded as accepted and delivered in a due and orderly manner with the delivery to the orderer or its authorised representative.
2. Unless otherwise agreed, acceptance examinations stipulated in the contract shall be undertaken at the place of production during normal working hours.
3. If the orderer, after notification of the article of sale's readiness, is in arrears for longer than 14 days with the acceptance of the article of sale

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or with the compliance with its payment obligations or with the provision of the agreed security, then the supplier, after setting an additional 14-day period to effect performance, is entitled to withdraw from the contract or to demand damages due to non-performance. In the latter case, the supplier is entitled, notwithstanding the possibility of asserting a higher actual loss, to demand 15 per cent of the purchase price as damages without proof.

4. If the supplier does not make use of these rights, then it, notwithstanding its other rights, has the authority to freely dispose of the article of sale and to supply in its place an article of sale of the same type on the contractual terms within a reasonable period. If the orderer does not have the article of sale at its disposal, then it must bear the costs and the risk of the storage of the article of sale. At the orderer's request, the supplier must insure the article of sale at the orderer's expense.

VI. Warranty

1. The supplier reserves construction and dimensional alterations to the design during the delivery period, provided the article of sale or its appearance is not fundamentally altered.
2. The details in the descriptions on performance, weights, running costs, speeds, etc. are to be regarded as approximations. If the supplier uses symbols or numbers to denote the orders or the ordered articles of sale, then no rights can be asserted on the basis of these symbols or numbers.
3. As stated in the following paragraphs, the supplier is obliged to remedy all defects or deviations (hereinafter referred to as "defect/defects") which are due to a construction, material or design fault. The supplier shall not be liable for defects which are due to improper use contrary to the manufacturer's instructions, poor maintenance, improper installation or faulty repair by the orderer or to alterations without the supplier's written agreement. The supplier's liability shall furthermore not cover normal wear and tear.
4. The supplier's liability is limited to defects which occur within one year after delivery. If a defect is remedied in a part of the article of sale, then the supplier shall be liable for one year for defects of the supplied replacement parts or repaired parts on the same terms as for the original article of sale. In this case, the period for all other fault-free parts shall merely be extended by the duration of the interruption to operation of the article of sale caused by the defect.
5. The orderer must give notice of an ascertained defect in writing to the supplier without delay. The orderer must describe the defect in the complaint. If the orderer does not give notice of the defect to the supplier in good time and in writing, then the orderer shall lose its right to rectification of the defect. If the defect could cause damage, then the orderer must notify the supplier without delay in writing. The orderer shall bear the risk for damage which results from a failure to make notification.
6. The defect is generally to be remedied at the supplier's site; it is, however, in the supplier's discretion to have the faulty part sent to it or to have the article of sale repaired at the article's location by an agent of the supplier. The supplier is obliged to remove and install the part if this requires special skills. If such special skills are not necessary, then the supplier's obligation regarding the defect shall end with the delivery of the duly repaired or replaced part to the orderer.
7. If the orderer has given notice of the defect to the supplier in accordance with Paragraph 5 and if no defect can be ascertained for which the supplier is liable, then the orderer must reimburse the supplier the loss which the supplier incurred by such a complaint.
8. Unless otherwise agreed, the necessary transportation of the article of sale and/or of the parts of the article of sale to and from the supplier in connection with the rectification of defects for which the supplier is liable shall be effected at the supplier's risk and expense. The orderer must follow the supplier's instructions in the case of such transportation.
9. Replaced faulty parts must be put at the supplier's disposal and shall pass into its ownership.
10. If the supplier does not meet its obligation to rectify the defect within a reasonable period, then the orderer can set the supplier a final deadline in writing by which date the supplier must meet its obligations. If the supplier does not meet its obligation by this set deadline, then the orderer can undertake the necessary repairs itself or have them undertaken by a third party at the supplier's expense and risk. If the repair was successfully undertaken by the orderer or a third party, then all claims of the orderer regarding this defect against the supplier are satisfied with the reimbursement of the reasonable expenses incurred by the orderer.
11. If the subsequent rectification by the supplier fails,
 - a. the orderer can demand a reduction of the purchase price in line with the reduced value of the article of sale if it has not had any other repair undertaken in accordance with Paragraph 10, in which respect the reduction may not exceed 15 per cent of the purchase price, or,
 - b. if the defect is so fundamental that the orderer loses its interest in the contract, then the orderer may withdraw from the contract after written notification to the supplier. The orderer can then demand

compensation in the amount of 15 per cent at the most of the purchase price. It must remunerate the supplier the utility value and reimburse any existing damage to the article of sale. The amount of the remuneration or compensation for the damage shall be determined in accordance with III. Paragraph 7.

12. The supplier shall not be liable for defects which are due to materials provided by the orderer or to a construction form prescribed by the orderer.
13. More extensive liability of the supplier is excluded. This shall apply to all losses caused by the defect, such as production standstill, lost profit, loss of use, default interest, consequential losses caused by a defect or other indirect losses except personal injury. The supplier's limitation of liability shall not be applicable in the case of intent or gross negligence in accordance with IV. Paragraph 3.