

## **Special Sales and Delivery Conditions (Status: November 2018)**

**KRAMPITZ Container System GmbH, Dannenberger Str. 15, 21368 Dahlenburg** (in addition to our General Terms and Conditions)

### **Introduction**

In addition to our general terms & conditions (AGB), the following sales & supply conditions apply. For our actual AGB, please visit [krampitz.de](http://krampitz.de) or see attached.

### **Mail dispatch**

This document has been prepared by computer and is valid without any signature.

### **Warranty**

As per our AGB §6(8) we accept a warranty on tanks, armatures and other auxiliary equipment of 1 year after handing over to the transport company, for repairs and service works 1 (one) year after customer acknowledgement, however, latest after the equipment has been put into operation. In case of delay of delivery attributable to the customer, the warranty period ends 1 year after announcement of readiness to ship.

### **Liquidated damages**

- (1) KRAMPITZ accepts liquidated damages on late delivery of 0,5 % of the net contract price of the equipment delivered late per each full week of delay, however, not more than 5 % of the net order value of the goods delivered late.
- (2) KRAMPITZ reserves the right of a 2 week grace period after the agreed delivery date.
- (3) Calculation starting date for late delivery is always the agreed EXW date as per order acknowledgement. The agreed liquidated damages are the sole compensation for late delivery.
- (4) All further claims are expressly excluded.
- (5) The net contract price is the amount which KRAMPITZ has invoiced, less special early payment discount, discounts and any other deductions as well as less VAT and transport and packing costs.

### **Consequential damages**

In general, KRAMPITZ and its fulfillment-assistants shall not be liable for any consequential damages and indirect damages, such as, but not limited to, loss of production, loss of profit, material damages to third party property etc., except for direct damages at KRAMPITZ scope-of-supply.

**Limitation of liability**

- (1) The SELLER's total aggregate liability under this Contract and applicable law for any reason whatsoever, including any liquidated damages, warranty claims in case of cancellation or termination, shall not in any event exceed 5 % of the contract price.
- (2) For any further damages KRAMPITZ is only liable within the scope of the KRAMPITZ liability insurance.
- (3) The above mentioned Limitation of Liability is not valid if KRAMPITZ or its fulfillment-assistants have acted with gross negligence or intentionally which resulted in a damage.
- (4) No action regardless of form, arising out of the transactions under this Contract may be brought up by the Buyer more than 3 months after the end of the warranty period.

**Liability Exclusion**

- (1) KRAMPITZ shall not be liable for defects or works caused by parts not supplied by KRAMPITZ or performed by KRAMPITZ.
- (2) KRAMPITZ shall also not be liable for modifications made to KRAMPITZ equipment without expressly written consent by KRAMPITZ or if works carried out by the BUYER or in the responsibility of the BUYER have been performed in an inappropriate manner.
- (3) KRAMPITZ shall also not be held liable for defects caused by normal wear and tear as well as caused by corrosion and erosion.

**Validity of the Contract**

- (1) A contract only comes into force and the delivery time starts to count after the BUYER has made the agreed down-payment and KRAMPITZ has received the down-payment on its account.
- (2) If the down-payment is received later than 2 Weeks after signing the contract, KRAMPITZ reserves the right to adapt price, delivery time and contract conditions.

**Scope of delivery**

- (1) Only data and conditions mentioned in our order confirmation are valid for the contract.
- (2) Any other data and conditions, if not mentioned in the contract, are not valid anymore.

**Time of delivery**

- (1) In case of any delay in the responsibility of the BUYER in the fulfillment of his financial obligations or other assistance duties, KRAMPITZ reserves the right to adapt the delivery time of the equipment, documentation or any other work as per contract. The same shall apply if KRAMPITZ does not receive or receives only with delay any official approval.
- (2) Any dates with relevance for liquidated damages will be adapted accordingly.

### **Export clause**

- (1) In case the contractual scope, after having been delivered as per contract by KRAMPITZ, is further exported, it is the sole responsibility of the BUYER to care for any kind of documentation, permits and approvals for the export. This is especially valid for exports, which require the approval of governmental authorities such as BAFA or any other legal authority domestic and abroad.
- (2) Any active, direct or indirect participation of KRAMPITZ cannot be requested or can be in any way implied.

### **Force majeure**

- (1) In case of Force majeure, which cause delays in the performance of this agreement or do not enable KRAMPITZ to fulfil this agreement in a timely manner or at all, KRAMPITZ cannot be made liable under this Contract and applicable law for any reason whatsoever.
- (2) The events of Force majeure are defined as circumstances which occur without KRAMPITZ having any influence on its appearance or the extend of appearance and include, but are not limited to, the following: Natural Disasters, Acts of Government, Decisions by Authorities, Blockages, War and any other military conflict, Mobilization, Civil Unrest, Acts of Terrorism, Strike, Lockouts and any other worker disputes, Confiscation, Embargo and all other circumstances which are not predictable, severe, are not the fault of KRAMPITZ and occur after the agreement has come into force.
- (3) In case KRAMPITZ is prevented from performing its contractual obligations due to Force majeure, this non-performance is not considered as a breach of contract and any period as defined in the agreement will be extended in a reasonable manner.
- (4) All of the above applies in the same way if KRAMPITZ, for the fulfilment of the agreement, depends on sub-supplies which are affected by Force majeure.
- (5) All parties will do their utmost to reduce the consequences of the Force majeure with regard to the agreement.
- (6) The party affected by the Force majeure will inform the other party in writing in due time about the beginning and the end of the Force majeure.
- (7) In case the Force majeure lasts more than 6 months, either party is allowed to cancel the agreement.