



AC-Injection GmbH • Industriestraße 8 • D-25421 Pinneberg • Tel. +49 (0)4101 309 64-3

Terms and conditions of business of AC-Injection GmbH (ACI), Pinneberg

§1. General

1.1 Conclusions of contracts and their clearings are carried out only with these conditions. Contrary conditions of the client are not accepted.

1.2 Different agreements require written form.

1.3 Offers are without engagement.

§2. Risk taking and Care liability

Allocated parts for clearing of the order are to supply to ACI by client on his own account and risk and collect again. They store at ACI on account and risk of the client and are to insure by client.

§3. Terms of charge and payment

3.1 All prices are ex plant, after tax, without costs for procurement, freight and package. As far as a firm price is not agreed in written and achievement should be finished within 4 months, ACI is entitled in case of verifiable cost increases (f.e. at wages, material prices, official charges, costs of supplier, etc.) to exhaust the prices accordingly.

3.2 Prices are charged that way, that old materials remain at ACI.

3.3 Summaries of invoices are to pay within the admitted credit period.

3.4 ACI is entitled to elevate invoices in advance accordingly to achieved workings.

3.5 If client is going to stand in default and does not clear this after an accordingly period, or ACI has to notice circumstances after conclusion of contract, which let ability to pay or disposition of compliance be arguable, ACI is entitled to cancel the agreed periods of payments and to demand prepayment or payment bonds of total contract summary before further achievements, or to cancel the contract and to demand a credit entry of all amounts and achieved workings up to that point.

3.6 Client only is authorized to detain payment or summation of counterclaims, as far as these are declared uncontested or legal.

§4. Due dates and periods

Due dates and periods only are combinable within agreement in written. They postpone or elongate as long as client has not achieved possible cooperations.

§5. Guarantee and liability

5.1 Claims of guarantee to ACI according blemishes of supplied or worked on object become time-barred one year after disposal. Incidentally legal guarantee only hold with requirement, that compensation of damages is demand under mentioned assumptions – 5.2.

5.2 ACI is liable within legal circumference by liability law and following damages and circumstances:

- Hurt of life, body or health.
- Malpractice of agreed main duties
- Malpractice of further contract duties, as far as they base on deliberate or crude deliberate behaviour of agencies or executive employees of ACI or deliberate behaviour of assistants.

Incidentally any liability is excluded.

§6. Reservation of title

6.1 Up to accomplishment of all claims by ACI contra the client (as well as eventual bottom line claims of accounts current) contract goods remains in ownership of ACI (proviso goods)

6.2 In case of access on proviso goods by third party – especially standing in default – ACI is entitled, taking back proviso goods or request assignation of replevin claim of client con-tra third party.

§7. Susceptible law, place of fulfillment, court of jurisdiction

All privity of contract between ACI and client are based on law of Federal Republic of Germany.
Place of fulfillment is Pinneberg, court of jurisdiction is Pinneberg