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EPAL ist eine lizenzierte Marke der European Pallet Association e.V.
Zugelassener Reparaturbetrieb für EUR-Boxpaletten
Herstellerqualifikation zum Schweißen von Stahlbauten nach DIN 18800-7:2002-09



IDH
**ANLAGENBAU
UND MONTAGE**
GmbH

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALES

I. Scope of Application

These General Terms and Conditions (GTC) apply to the sales of custom machinery, plant components and parts, fixture and tooling construction, custom orders, engineering services, assembly and installation services, maintenance and service contracts, retrofitting and upgrading, training and educational services, products and product-related services provided by IDH Anlagenbau und Montage GmbH, Meeraner Straße 25, 08371 Glauchau, Germany, telephone number: +49 (0) 3763 7786 0, email address: info@idh-glauchau.de, authorized managing directors: Birgit Olijnyk, Steffen Raböse.

II. Quotations

1. There is generally no obligation to provide free quotations. Initial quotations are usually provided free of charge. Additional quotations and design work will only be carried out free of charge if the supply contract is concluded and remains legally binding.
2. The documents related to the offer, such as illustrations, drawings, weight, and dimension specifications, are only approximate unless expressly stated as binding. Information regarding the nature and usability of the products does not constitute a guarantee of properties but is for informational purposes only.
3. The supplier retains ownership and copyright of cost estimates, drawings, and other documents; they must not be made accessible to third parties. The supplier is obliged to keep plans designated as confidential by the customer only accessible to third parties with the customer's consent.

III. Scope of Delivery

1. The scope of delivery is determined by the supplier's written order confirmation. Supplementary agreements and changes require written confirmation from the supplier. Packaging is considered part of the deliveries and will not be taken back.
2. Call-off orders are generally concluded for a duration of up to one year, unless expressly agreed otherwise in writing. If the goods ordered under a call-off order are not taken within this period, the call-off order becomes void. In such a case, the call-off order will be canceled by us without further notice, and a subsequent calculation will be made for the goods not taken until then, based on the list prices or regular discount rates.
3. The cancellation of orders is only permissible with our consent and subject to reimbursement of any resulting damages to us. In case of order cancellation, we reserve the right to charge cancellation costs for processed and otherwise unusable materials, as well as for already

performed design work. We also reserve the right to claim further damages. Obvious errors and mistakes in quotations, order confirmations, or invoices can be corrected by us. Claims based on mistakenly provided information that is in obvious contradiction to our other sales documents must be rejected.

IV. Payment

1. Payment should be made within 14 days net from the invoice date unless otherwise agreed. In the case of orders for equipment (aggregates) with a total price exceeding 5,000 EURO per unit, payment shall be made as follows:
 - 30% upon receipt of our order confirmation,
 - 70% upon notification of readiness for shipment.
2. Assembly costs are immediately payable in full net.
3. In case of exceeding the payment deadline, interest at a rate of 3% above the respective discount rate of the Deutsche Bundesbank will be charged. Discount charges are borne by the buyer. We reserve the right to claim further damages for late payment. We may accept bills of exchange, but this is without obligation for timely protest and subject to charging collection fees. For new customers, delivery will be made against advance payment or cash on delivery until satisfactory references are provided. Customers who do not meet the payment terms should expect cash on delivery shipments for subsequent deliveries. We are not obligated to make any further deliveries from any contract until full payment of due invoice amounts, including default interest. If the buyer is in default with any payment or adverse information about the buyer's financial circumstances becomes known, we may demand cash payment before delivery or security for the purchase price, and immediate payment of all outstanding invoice amounts, even if provided with bills of exchange, with the payment deadline being waived.
4. Repair costs are immediately payable in full net.
5. Withholding payments due to any counterclaims of the purchaser that are not recognized by the supplier is not permissible, nor is offsetting with such claims.

V. Delivery time

1. The delivery period begins with the dispatch of the order confirmation but not before the purchaser has provided the documents, approvals, clearances, and before the agreed-upon deposit is received.
2. The delivery period is considered met if, by its expiration, the goods have left the factory or if readiness for shipment has been communicated.
3. The delivery period will be extended reasonably in case of unforeseen obstacles beyond the control of the supplier, whether occurring at the supplier's factory or at its subcontractors' premises. These obstacles may include operational disruptions, defective production, delays in the delivery of essential raw materials and supplies, provided that such obstacles have a significant impact on the completion or delivery of the goods. The aforementioned circumstances are not the responsibility of the supplier, even if they occur during an existing delay. In important cases, the supplier will promptly inform the purchaser about the start and end of such hindrances.
4. If shipment is delayed at the purchaser's request, storage costs, amounting to at least 2% of the invoice amount for each month, will be charged starting one month after notifying the purchaser of readiness for shipment, provided that the goods are stored at the supplier's premises.

5. However, the supplier is entitled to dispose of the goods elsewhere after setting a reasonable deadline without result and to deliver to the purchaser with a reasonably extended deadline.
6. Compliance with the delivery period is subject to the fulfillment of the purchaser's contractual obligations.

VI. Transfer of Risk and Acceptance

1. The risk passes to the purchaser at the latest upon dispatch of the delivered parts, even if partial deliveries are made or the supplier has undertaken other services, such as bearing shipping costs or transportation and installation.
2. Upon the purchaser's request and at their expense, the shipment can be insured by the supplier against breakage, transportation, fire, and water damages.
3. If the shipment is delayed due to circumstances beyond the supplier's control, the risk transfers to the purchaser from the day of readiness for shipment. However, the supplier is obligated to arrange the insurance requested by the purchaser at the purchaser's request and cost.
4. Upon delivery, the purchaser must accept the delivered items, even if they have minor defects, without prejudice to the rights in Section VIII.
5. Partial deliveries are permitted.

VII. Retention of Title

1. The delivered goods remain the property of the seller until full payment of the purchase price and all previous and future claims that the seller holds or acquires against the buyer in the business relationship. Until full payment is made (the same applies to the extended retention of title concerning current accounts and balances), the buyer is not allowed to pledge, transfer, or assign the claims within the scope of a factoring agreement without the approval of IDH. In case of third-party seizure, the buyer must immediately notify IDH in writing.
2. IDH's ownership shall remain in force until the buyer has released IDH from any potential liability under bills of exchange entered into for the buyer's benefit. For supplier invoices, the retention of title serves as security for our claims.
3. If the buyer processes the goods to create a new product, such processing is done on behalf of IDH. The buyer's acquisition of ownership under § 950 of the German Civil Code (BGB) is excluded.
4. When processing with other goods not owned by IDH, IDH acquires co-ownership of the new product in proportion to the value of the goods supplied by IDH and the other goods at the time of processing. The new product is considered reserved goods under these conditions.
5. The buyer hereby assigns their claims arising from the resale of the reserved goods to IDH up to the amount corresponding to the value of the reserved goods.
6. In case of the resale of the reserved goods together with other goods not owned by the seller at a total price, the buyer already assigns their claims from the resale to IDH up to the amount corresponding to the value of the reserved goods.
7. If the reserved goods are incorporated by the buyer as an essential component into the property of a third party, the buyer hereby assigns their claims against the third party or against the party

concerned to the seller up to the amount corresponding to the value of the reserved goods. If the reserved goods are co-owned by IDH, the assignment extends to the amount corresponding to IDH's share in co-ownership. The value of the reserved goods, according to these provisions, is the invoice value of the seller plus a security surcharge of 20%. The buyer is revocably authorized to collect the claims arising from the resale. Upon request, the buyer must provide the seller with the names of the debtors of the assigned claims and notify them of the assignment.

8. The seller undertakes to release any securities that exceed the value of the secured claims by more than 25%.
9. Upon full payment of all claims of the seller in the business relationship, ownership of the reserved goods transfers to the buyer. At the same time, the buyer acquires the claims arising from the sale of the reserved goods.

VIII. Drawings and 3D Models

1. The dimensions and weights indicated in our drawings and 3D models are non-binding. Design changes are reserved.
2. The copyright and rights according to § 7 of the Patent Act and § 1 of the Utility Model Act for our drawings, 3D models, and devices, including the associated documentation, remain with us. They are provided to the recipient solely for personal use and for the purpose of our respective offer. Without our express permission, they may not be partially reproduced or made accessible to third parties. In the event of unauthorized use, we draw attention to the provisions of § 1, 15, 36 of the German Copyright Act, §§ 1; 3, 15, 31 to 33 of the German Art Protection Act, and §§ 17, 18, 19 of the German Unfair Competition Act.
3. Drawings, 3D models, and related documentation must be returned to us promptly in case of non-ordering after a decision has been made.

IX. Liability for Delivery Defects

1. The supplier's liability for defects in the delivery, including the absence of expressly guaranteed characteristics, is subject to additional claims as follows:
 - a. All parts that become unusable or significantly impaired in their usability within 6 months (3 months in multi-shift operation) after commissioning due to circumstances occurring before the transfer of risk, especially due to faulty design, poor materials, or defective workmanship, shall be repaired or replaced free of charge at the supplier's discretion. The identification of such defects must be promptly reported to the supplier in writing. Replaced parts become the property of the supplier and must be returned to us upon request.
 - b. If the shipment, installation, or commissioning is delayed without the fault of the supplier, liability shall cease no later than 12 months after the transfer of risk.
 - c. For third-party products, the supplier's liability is limited to the assignment of claims that the supplier has against the third-party product manufacturer.
2. The purchaser's right to assert claims for defects expires in all cases 6 months from the time of timely notification, but at the latest at the end of the warranty period.
3. No warranty is provided for damages arising from the following reasons:
 - a. Unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties;
 - b. Normal wear and tear, improper or negligent handling, especially excessive use, unsuitable operating materials, substitute materials, faulty construction work, unsuitable foundation,

chemical, electrochemical, or electrical influences, unless they are attributable to the supplier's fault.

4. The purchaser must give the supplier the necessary time and opportunity to carry out any repairs and replacement deliveries that appear necessary to the supplier at its reasonable discretion. Otherwise, the supplier is released from liability for defects. Only in urgent cases of endangerment to operational safety, which the supplier must be immediately notified of, or if the supplier is in default with the rectification of defects, the purchaser has the right to rectify the defect themselves or through third parties and to demand reimbursement of reasonable expenses from the supplier.
5. The supplier shall bear the direct costs of the replacement part and the repair - insofar as the complaint is justified - including shipping, disassembly, and assembly. In all other cases, the purchaser bears the costs.
6. The warranty for the replacement part and the repair shall be provided in the same manner as for the delivered goods. The period of liability for defects in the delivered goods is extended by the duration of the operational interruption caused by the rectification work.
7. The supplier may refuse to remedy defects as long as the purchaser fails to fulfill its obligations.
8. Any warranty liability for consequences resulting from improper modifications or repair work carried out by the purchaser or third parties without the supplier's prior approval is excluded.
9. Other claims of the purchaser, particularly claims for damages not incurred to the delivered goods themselves, are, to the extent permitted by law, excluded.

X. Liability for Indirect Damages

The supplier shall not be liable for indirect damages resulting from a defective delivery, such as production downtime, loss of profit, and increased consumption of materials, unless in cases of intent or gross negligence.

XI. Right of the Purchaser to Withdrawal

1. The purchaser may withdraw from the contract if the supplier's performance becomes permanently impossible before the transfer of risk. The purchaser may also withdraw from the contract if, in the case of an order for similar goods, the execution of part of the delivery becomes impossible in terms of quantity and the purchaser has a legitimate interest in rejecting a partial delivery; if this is not the case, the purchaser may reduce the consideration accordingly.
2. If there is a delay in performance within the meaning of Section IV of the delivery conditions, and the purchaser grants the supplier an appropriate grace period with the express declaration that the purchaser will reject the performance after the expiration of this period, and the grace period is not met due to the supplier's fault, the purchaser is entitled to withdraw from the contract.
3. If impossibility occurs during the purchaser's delay in acceptance or is due to the purchaser's fault, the purchaser remains obligated to provide consideration.
4. Furthermore, the purchaser has the right to withdraw if the supplier lets a reasonable grace period set by the purchaser for the remedy or improvement of a defect attributable to the supplier, as defined in the delivery conditions, expire fruitlessly through the supplier's fault. The

reasonable grace period does not begin until the defect and the supplier's liability are acknowledged or proven.

5. All other claims of the purchaser are excluded, in particular claims for rescission, termination, or reduction, as well as claims for compensation for damages of any kind, including such damages that did not occur to the delivered goods themselves.

XII. Right of the Supplier to Withdrawal

1. In the event of unforeseeable events within the meaning of Section IV of the delivery conditions, if they significantly alter the economic importance or content of the performance or have a significant impact on the supplier's operations, and in the event of subsequently arising impossibility of execution, the supplier has the right to withdraw wholly or partially from the contract.
2. The purchaser shall not be entitled to claim damages due to such withdrawal. If the supplier intends to exercise the right of withdrawal, they must promptly inform the purchaser of the extent of the event, even if an extension of the delivery period was initially agreed upon with the purchaser.

XIII. Jurisdiction and Place of Performance

For all disputes arising from the contractual relationship, the lawsuit shall be brought before the court that has jurisdiction over the supplier. The supplier is also entitled to file a lawsuit at the principal place of business of the purchaser.

XIV. Data Protection

Please refer to our privacy policy, which can be found in the footer of our website or directly at the address <https://www.idh-glauchau.com/de/datenschutzerklaerung.html> .