



## **General Terms and Conditions of Sale**

### **1. General information**

#### **1.1 Scope of application**

These General Terms and Conditions of Business apply in the version valid at the time the contract is concluded for all business relations between us (OFB technical Service GmbH, Birlenbacher Str. 14, 57078 Siegen, Germany, represented by its managing directors: Mr. Michael Stauf and Mr. Stefan Kröller) and you. Should you use conflicting general terms and conditions, these are hereby expressly contradicted.

#### **1.2 Contract agreement**

The contract language is German. Customers within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 BGB.

#### **1.3 Conclusion of contract**

The conclusion of the contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that you send us an inquiry and receive a binding offer from us, which you can then accept within two weeks. With the acceptance, the contract is concluded. A separate storage of the contract text by us does not take place, but the contract content results individually from the agreement reached.

#### **1.4 Subsequent change of the terms and conditions**

We are entitled to subsequently adapt and supplement the General Terms and Conditions of Business with respect to existing business relationships, insofar as changes in legislation or case law require this or other circumstances lead to the contractual equivalence relationship being not only insignificantly disturbed. A subsequent amendment of the General Terms and Conditions of Business shall become effective if you do not object within six weeks of notification of the amendment. We will expressly draw your attention to the effect of your silence as acceptance of the contractual amendment at the beginning of the period and will give you the opportunity to make an express declaration during the period. If you object within this period, both you and we can terminate the contractual relationship extraordinarily, unless we continue the contractual relationship under the old General Terms and Conditions.

### **2. Performance**

#### **2.1 General**

The primary purpose of our company is the technical service for hydrodynamic oil film bearings.

The detailed description of the service to be provided is given in the offers, order confirmations, project contracts, their annexes and performance descriptions.

#### **2.2 Performance of services**

We are entitled to have the contract or parts of the contract fulfilled by third parties.

As long as and to the extent that we employ third parties to provide services, we are not obliged to carry out production monitoring, unless this has been expressly agreed with you in writing. We only owe the selection of the appropriate third party with regard to the balanced ratio of economic efficiency and the best possible success in terms of the respective contract.

### **2.3 Performance time**

The time of performance is agreed individually.

If your cooperation is required or agreed for our performance, the delivery/performance time shall be extended by the time you have not fulfilled this obligation. In addition, we reserve the right to recalculate the remuneration and, if necessary, to adjust the remuneration to be paid by you.

If you wish to make changes or additions after scheduling, the agreed deadlines/dates can no longer be met.

### **2.4 Change and extension requests**

Unless otherwise agreed or booked, changes and expansion requests will only be carried out if they are necessary to achieve the purpose of the contract. If the customer expressly requests it, however, we can carry out change and extension requests by separate order. This is then to be remunerated separately. Also to be remunerated is the examination of the feasibility of the change and extension requests.

### **2.5 Delays in delivery and performance**

Delays in delivery and performance due to force majeure and due to extraordinary and unforeseeable events, which cannot be prevented by us even with the utmost care and for which we are not responsible (these include in particular strikes, official or court orders and cases of incorrect or improper self-supply despite the covering transaction), entitle us to postpone the delivery by the duration of the obstructive event.

### **2.6 Partial deliveries**

We are entitled to make partial deliveries if this is reasonable for you. In the case of partial deliveries, however, you will not incur any additional shipping costs.

### **2.7 Exclusion of delivery**

P.O. box addresses will not be delivered.

### **2.8 Default of acceptance**

If you are in default with the acceptance of the ordered goods, we are entitled to withdraw from the contract after setting a reasonable grace period and to claim damages for default or non-performance. During the default of acceptance, you bear the risk of accidental loss or accidental deterioration.

## **3. Payment**

### **3.1 Prices and shipping costs**

All prices are exclusive of value-added tax. In addition, the costs for packaging and shipping, which are shown separately in each case, shall be added, unless collection by you is agreed.

### **3.2 Default of payment**

You will be in default of payment if we do not receive a payment within two weeks of receipt of the invoice. In case of default of payment, interest will be charged at a rate of 9 percentage points above the prime rate of the European Central Bank. If you are in arrears with your payments, we reserve the right to charge reminder fees of 2.50 euros. The assertion of further damages remains unaffected. You have the possibility to prove that we have not incurred any damage or that the damage incurred is less.

In case of default of payment, we reserve the right to stop our work until you have fulfilled your payment obligation. We will charge you for the additional costs incurred.

In addition, in the event of late payment, we are entitled to demand immediate payment of all other payment obligations you have towards us and, in the case of payment by installments, also the total price.

### **3.3 Right of Retention**

You are only entitled to assert a right of retention for such counterclaims that are due and based on the same legal relationship as your obligation.

### **3.4 Right of lien**

If you do not meet your payment obligation, we reserve the right to retain the goods that have come into our possession as a pledge until you have settled the claim. This also applies to claims from previous business relations with you, insofar as these are connected with the retained goods.

## **4. Acceptance and fiction of acceptance**

### **4.1 Acceptance**

Insofar as the object of the service provision is a work performance, you must declare acceptance of the work in writing immediately after the contractual production of the work and a corresponding notification from us.

### **4.2 Fiction of Acceptance**

If you do not declare acceptance without delay, we may set you a reasonable period of time in writing to make this declaration. If you do not refuse acceptance within the period set by us, naming at least one defect, the work shall be deemed accepted.

### **4.3 Insignificant defects**

Acceptance may not be refused due to minor defects. An insignificant defect shall be assumed if the functions and possibilities of use of the work to be created are not affected.

## **5. Your responsibility**

### **5.1 General information**

You are solely responsible for the content and correctness of the data and information you provide (e.g., drawings, dimensions, models). You also agree not to transmit any data whose contents infringe the rights of third parties or violate existing laws. By transmitting data to us, you confirm that you have complied with the copyright regulations.

### **5.2 Indemnification**

You shall indemnify us against all claims asserted against us by third parties on account of such violations. This also includes the reimbursement of costs of necessary legal representation.

### **5.3 Data backup**

You are jointly responsible for securing the information sent. We cannot be held responsible for the loss of your submitted information, as we do not provide a general data backup guarantee.

### **5.4 Duty to cooperate**

You are obliged to provide the cooperation services necessary for the contract so that we can perform the contractual service.

### **5.5 Form and handling of data**

Unless otherwise agreed, you must provide us with the information, sketches or data necessary for your order free of charge and in digital form, unless we produce them ourselves. Should you wish to return these documents, you must notify us in advance. If you fail to notify us, we reserve the right to destroy or delete them or to archive them for our database.

### **5.6 Access and conditions at the place of use**

If we have to carry out work on your premises or if this is included in the booked service, you must ensure that we are granted access to the respective premises or that a corresponding key is handed over. You must also ensure that there are sufficient water and electricity supply in the premises. You are responsible for any delays caused by your failure to cooperate.

### **5.7 Notes**

You must always observe any instructions/notes for cleaning, storage and handling of the goods that may have been provided. We can, therefore, not be held responsible for your incorrect behavior.

### **5.8 Confidentiality**

You are obliged to keep secret all business and trade secrets and information designated as confidential, which we have disclosed and/or become aware of during the execution of the contract.

The obligation of secrecy shall also apply to the time after completion of the order.

We are also obliged to do so unless the order requires disclosure to third parties. For example, we are expressly permitted to process the personal data entrusted to us in the course of providing the service or to have it processed by third parties. In the event of a legal dispute, we are entitled to disclose your internal information in order to protect our interests, even without prior release from the duty of confidentiality. Confidentiality does not apply to information that is generally accessible, that is published by the other party to the contract itself, or that has become known by third parties.

## **5.9 Consultations**

Any advice given by us on the functionality and suitability of the goods/works for your intended use is given only as an aid and is not to be understood as a warranty. It is your own responsibility to obtain comprehensive information on the functionality and suitability of the goods and, if necessary, to obtain information from third parties.

## **6. Copyright and rights of use**

### **6.1 Rights of use and scope of use**

We have the copyright or the exclusive right of use or ownership of the works created by us (e.g., concepts, drafts and drawings). With the purchase of the services/works provided by us and the full payment of the agreed price, you only secure the rights of use of the service product/work for the agreed purpose for the territory of the Federal Republic of Germany but do not acquire any property rights or copyrights thereto, unless otherwise agreed. Without our express consent, you are not entitled to transfer the rights of use granted by us to third parties against payment or free of charge or to pass them on to such third parties in any other way. The transfer of further rights of use can be agreed with us separately and shall be remunerated separately. It is also prohibited to change or edit the works without express permission.

### **6.2 Backup copies**

You are entitled to make and keep backup copies of the work we have carried out on your behalf for your own use only.

### **6.3 Naming the author**

If we have attached a copyright notice to our work, you may not remove or alter it without our consent.

### **6.4 Your templates and external material**

If we use your templates or data for processing, you must ensure that they are not encumbered with third-party rights or that you have the necessary rights of use. If a claim is made against us by the licensor because the foreign license material was not used properly, you are responsible for compensating us for the resulting damage.

### **6.5 Your suggestions**

Their participation and the submission of suggestions does not affect the amount of the agreed remuneration and does not constitute a co-author's right to the developed and created works. The rights of use for designs rejected or not executed by you remain exclusively with us. If you or a third party commissioned by you use such ideas and/or drafts outside or after the termination of the contract, a separate remuneration agreement must be made.

### **6.6 Contractual penalty**

For each case of culpable violation of any of the above provisions regarding the rights of use and the scope of use, you agree to pay us an appropriate contractual penalty, which we shall determine and which can be reviewed by the competent court with regard to its appropriateness. Any damages to be paid will be set off against the contractual penalty. We have the right to claim damages in excess of the contractual penalty against proof.

## **7. Retention of title**

### **7.1 General**

The goods, works and materials delivered by us shall remain our property until all present and future claims arising from the business relationship have been settled in full. You assign to us any claim or compensation you may receive for damage, destruction or loss of these items. Unless otherwise agreed in the following, you are not entitled to sell, give away, pledge or assign by way of security the items delivered to you under reservation of title.

### **7.2 Attachment and other impairments**

If the item subject to the reservation of title is seized or otherwise impaired by third parties, you must notify us immediately so that an action can be filed in accordance with §771 ZPO (German code of civil procedure). If the third party is not able to reimburse the judicial and extrajudicial costs of a lawsuit according to §771 ZPO (German code of civil procedure), you are liable for the loss incurred by us.

### **7.3 Resale**

You are entitled to resell the reserved goods in the ordinary course of business. You hereby assign to us the claims of the customer from the resale of the reserved goods in the amount of the agreed final invoice amount (including value-added tax). This assignment applies regardless of whether the purchased item has been resold without or after processing. You remain authorized to collect the claim even after the assignment. The authority of us to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as you meet your payment obligations from the proceeds received, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.

### **7.4 Transformation, processing and treatment**

The treatment and processing or transformation of the purchased goods by you are always carried out in our name and on our behalf. In this case, your expectant right to the object of purchase continues in the transformed object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of the purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing is done in such a way that your item is to be regarded as the main item, it is agreed that you transfer proportional co-ownership to us and keep the sole ownership or co-ownership thus created for us. In order to secure the claims against you, you also assign to us such claims which accrue to you against a third party through the connection of the reserved goods with a property; we accept this assignment already now.

### **7.5 Taking back**

If you act in breach of the contract, especially in the event of default of payment, but also in the event of an application for insolvency proceedings against your assets, we are entitled to take back the item. In this case, taking back the item does not constitute withdrawal from the contract, unless we expressly declare this in writing.

### **7.6 Release of securities**

If the value of the securities exceeds the value of the secured claims by more than 15 percent, we are obliged to release securities at your request.

## **8. Warranty**

### **8.1 Warranty for purchase contracts**

#### **8.1.1 General**

There are legal warranty rights. A warranty claim can only arise with regard to the quality of the goods; reasonable deviations in the aesthetic properties of the goods are not subject to the warranty claim. In particular, with regard to the descriptions, representations and details in our offers, brochures, catalogs, on the website and other documents, technical and design deviations may occur (e.g., color, weight, dimensions, design, scale, positioning or similar), insofar as these changes are reasonable for you. Such reasonable reasons for changes may result from customary fluctuations and technical production processes. Insofar as guarantees are given in addition to the warranty claims, you will find their exact conditions with the product. Possible guarantees do not affect warranty rights.

#### **8.1.2 Warranty claims**

In the event of a defect, we shall, at our discretion, provide subsequent performance in the form of rectification of the defect or new delivery. The risk of accidental loss or deterioration of the item is transferred to you upon delivery to the person designated for transport. You must notify us in writing of obvious defects immediately and of non-obvious defects immediately after discovery; otherwise the assertion of warranty claims is excluded. Timely dispatch suffices to meet the deadline. You shall bear the full burden of proof for all claim requirements, in particular for the defect itself, for the time of detection of the defect and for the timeliness of the notice of defects.

#### **8.1.3 Rights in case of insignificant defects**

In case of an insignificant defect, you are only entitled to an appropriate reduction of the purchase price under exclusion of the right of withdrawal.

#### **8.1.4 Compensation for defects**

No warranty is given for damage resulting from improper handling or use. The following disclaimer is expressly referred to.

#### **8.1.5 Statute of limitations**

For used goods, the warranty is excluded and for new goods, it is one year. Excluded from this is the right of recourse according to § 478 BGB (German Civil Code). The shortening of the statute of limitations expressly does not exclude liability for damages resulting from injury to life, body or health or in case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

## **8.2 Warranty for contracts for work and services**

### **8.2.1 General**

There are legal warranty rights. A warranty claim can only arise with regard to the quality of the goods; reasonable deviations in the aesthetic properties of the goods are not subject to the warranty claim. In particular, with regard to the descriptions, representations and details in our offers, brochures, catalogs, on the website and other documents, technical and design deviations may occur (e.g., color, weight, dimensions, design, scale, positioning or similar), insofar as these changes are reasonable for you. Such reasonable reasons for changes can result from customary fluctuations and technical production processes.

### **8.2.2 Warranty claim**

If the work is defective and you demand subsequent performance, we may, at our discretion, either remedy the defect or produce new work. If defects are not rectified even after at least two attempts at rectification, you shall be entitled to withdraw from the contract or demand a reduction in price.

### **8.2.3 Rights in case of insignificant defects**

In the event of an insignificant defect, you are only entitled to an appropriate reduction of the agreed compensation for work, excluding the right of withdrawal.

### **8.2.4 Compensation for defects**

No warranty is given for damage resulting from improper handling or use. The following disclaimer is expressly referred to.

### **8.2.5 Transfer of risk**

The risk of accidental loss or deterioration of the work shall not pass to you under the warranty until the work is accepted.

### **8.2.6 obligation to give notice of defects**

In the corresponding application of § 377 HGB (German Commercial Code), you must notify us in writing of obvious defects immediately and of non-obvious defects immediately after their discovery; otherwise the assertion of warranty claims is excluded. Timely dispatch suffices to comply with the deadline. You shall bear the full burden of proof for all conditions of entitlement, in particular for the defect itself, for the time of detection of the defect and for the timeliness of the notice of defects.

### **8.2.7 Statute of limitations**

Warranty claims shall become statute-barred within one year after the transfer of risk unless the construction of a building or work is concerned, the success of which is based on the provision of planning or monitoring services for it. In these cases, the period of limitation shall be five years. The shortening of the period of limitation expressly does not exclude liability for damages resulting from injury to life, body or health or in the case of intent or gross negligence. The provisions of the German Product Liability Act shall also remain unaffected.

## **8.3 Non-existence of warranty law**

In particular, no warranty claim is given if the defect complained about is caused by, for example

- Unsuitable or improper use/placement of the goods/works
- unauthorized reworking
- faulty assembly or commissioning of the goods/works by you or third parties
- natural wear and tear of the goods/works
- incorrect or negligent handling of the goods/works
- Use of unsuitable equipment for the goods/works
- Exchange materials
- deficient processing of the goods/works by you
- external effects of environmental influences on the goods/works
- improper storage of the goods/works
- aging of the goods/works due to raw material

## **8.4 Replaced parts**

Any replaced parts become our property and must be returned to us.

## **9. Reference right**

We grant ourselves the right to name you as a reference and to take pictures of the work done and to list them as a reference in brochures, leaflets and our website. You have a right of objection to this.

## **10. License conditions for trainings**

### **10.1 Copyright**

The contents, as well as the structure of the courses and training courses organized by us and the related documents, including all authorized copies, are the intellectual property of us.

### **10.2 Granting of licenses**

Upon payment of the participation fee, we transfer to you all rights of use of documents required for you to the extent agreed in the contract and required for the respective training or course. In case of doubt, we will fulfill this obligation by granting non-exclusive rights of use within the territory of the Federal Republic of Germany for the duration of the service. With the end of the contract, the granting of a license expires in principle. However, with regard to the copies made available to you for your own use, the right of use shall continue beyond the end of the contract.

### **10.3 Licensing conditions**

Any use beyond this requires our consent. In particular, the materials may not be passed on to third parties (sublicensing or distribution), nor may they be copied, reproduced or stored on data carriers or other media. It is also prohibited to use the contents, texts and exercises for own purposes in seminars, courses or otherwise in relation to third parties without our express written permission.

### **10.4 Reference right**

We grant ourselves the right to refer to the services we offer. Unless otherwise agreed, we reserve the right to take pictures during the courses and to list them as references in brochures, leaflets and our website. You have a right of objection to this.

### **10.5 Compensation for damages**

We reserve the right to claim damages for any violation of the contractual license terms, especially in case of copyright infringement.

## **11. Liability**

### **11.1 Disclaimer of liability**

We, as well as our legal representatives and vicarious agents, are only liable for intent. Only if essential contractual obligations (consequently such obligations whose observance is of particular importance for the achievement of the purpose of the contract) are affected, will liability also be accepted for gross or slight negligence. In this case, liability is limited to the foreseeable damage typical for the contract.

### **11.2 Reservation of liability**

The above exclusion of liability does not apply to liability for damages resulting from injury to life, body or health. The provisions of the Product Liability Act also remain unaffected by this exclusion of liability.

## **12. Assignment prohibition**

You are not entitled to assign the claims resulting from these GTC and the respective contract. If applicable, § 354a HGB (German Commercial Code) remains unaffected.

## **13. Final provisions**

### **13.1 Place of jurisdiction**

The exclusive place of jurisdiction for all legal disputes arising from this contract shall be our place of business if you are a merchant, a legal entity under public law or a special fund under public law.

### **13.2 Choice of law**

As far as there are no compelling legal regulations according to your home country law, German law under exclusion of the UN-purchase right is considered as agreed.

### **13.3 Severability clause**

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.

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