

Terms and Conditions
for the areas of superfinishing, contract honing operations
and trial orders
of the company Nagel Maschinen- und Werkzeugfabrik GmbH,
Nürtingen, February 21, 2013



§ 1 General

The following conditions shall apply exclusively; standard terms and conditions of the customer that conflict with or deviate from our conditions shall not be recognized without explicit written consent.

§ 2 Offers

Our offers are principally, subject to confirmation, net ex works, excluding packing and transport in euros plus the statutory value-added tax valid on the billing date. The remuneration has to be agreed upon separately. If, in individual cases, the remuneration was not specified or could not be specified, it is calculated at cost.

§ 3 Order acceptance

An order is accepted only by our written confirmation. Additional agreements are to be promptly confirmed in detail in written form.

§ 4 Delivery, collection and transfer of risk

The parts to be processed and the necessary technical documentation must be supplied by the customer at the time agreed. The customer is responsible that they have a normal structure, texture and are made of normal or specified materials. The parts may have no defects, for instance cavities, especially not those that increase the cost of processing, such as hard spots, etc.; any resulting additional costs for processing and for unusable tools are to be borne by the customer. Should, during processing, the parts prove to be unusable for reasons beyond control of the contractor, he/she may demand the part of the remuneration corresponding to the part of the work done and the expenses not included in the remuneration.

Without explicit instructions, the contractor is not committed to a specific examination of the (technical) documents and the parts to be processed.

Unless otherwise agreed upon in writing, the workpieces are to be delivered by the customer at his/her own expense and risk and to be collected after completion. The risk passes to the customer upon handover to the specified transport company, the customer's own transport fleet or the beginning of storage, but no later than upon leaving the plant.

There is no insurance coverage during the processing period at the contractor's factory. The customer is responsible for maintaining existing insurance coverage.

§ 4 Processing period

All stated delivery times are, unless otherwise agreed upon, approximate and not binding for us.

In case of later delivery of the parts to be processed or (technical) documentation essential for processing, a new completion date is to be agreed upon.

The processing period begins on the day of order confirmation, but only after full clarification of all technical details. Delays caused by incorrect, missing or incomplete information on the part of the customer may extend the agreed upon delivery limits by a corresponding period.

The delivery time is fulfilled upon completion of the goods at the factory. Partial deliveries may not be rejected. Delays caused by force majeure entitle the contractor to postpone delivery by the duration of the delay and a reasonable start-up time or, in case the duration is more than four weeks, to rescind the contract. In this case, the contractor is entitled to remuneration for work done until the occurrence of the event as well as the costs incurred that were not included in the original calculation. All reasons that complicate delivery or render it impossible are treated as force majeure.

If the customer suffers a loss due to the delay of the contractor, this is limited to a total of not more than 50% of the remuneration for those parts to be processed which could not be used in time or according to the contract due to the delay.

If the customer, taking into account the statutory exemptions, gives the contractor a reasonable period after the due date to perform the work and if this deadline is not met, the customer is entitled to withdraw from the contract in accordance with statutory regulations. No further claims for delay shall be accepted.

The fulfilment of the processing period is conditional upon fulfilment of the contractual obligations of the customer.

§ 5 Warranty claims

For defects in the processing, the contractor extends the following warranty to the exclusion of all further claims:

The customer may demand free correction of the defect. The contractor, however, is entitled to refuse this if it requires a disproportionate effort. If the contractor refuses to correct the defect because it requires a disproportionate effort, he shall be obliged to either credit to the customer an amount equal to the price for the processing of the defective parts or to perform this work later without charge on parts which the customer provides free of charge.

The customer must give the contractor the necessary time and opportunity to undertake all necessary subsequent supplementary performance of work; otherwise the contractor is freed from liability for the defect.

§ 6 Liability

If a part supplied by the customer is damaged or destroyed through the fault of the contractor and if subsequent performance work is not possible or nothing else has been agreed upon, he/she is obliged at the option of the customer to either credit him/her an amount equal to the price for the processing of the relevant pieces or to process them again free of charge if the parts are again made freely available by the customer.

For damages that have not occurred to the processed parts, the contractor shall be liable, on whatever legal grounds, only in the case of:

1. Intent
2. Gross negligence of executive employees
3. Culpable injury to life, body and health
4. Defects which he/she fraudulently conceals or whose absence was guaranteed
5. In so far as the product liability law for personal injury or damage to privately used objects applies

In case of culpable breach of significant contractual duties, the contractor is also liable for gross negligence by non-executive employees and for slight negligence, in the latter case limited to contractually typical, reasonably foreseeable damage.

Further claims are excluded.

§ 7 Statute of limitations

All claims by the customer, for whatever legal reason, expire within 12 months. For damage claims, the statutory deadlines apply. The limitation period shall be extended by the duration of supplementary performance of work.

§ 8 Payment

Payment of remuneration is due, unless otherwise agreed in writing, upon invoicing and payable without any deduction within ten days of receipt.

Withholding payments or offsetting due to any counter claims disputed by the contractor on the part of the customer is not permitted.

§ 9 Retention of ownership and lien

The processing of the parts by the contractor is always done for the customer. They remain at all times the property of the customer.

Unless otherwise agreed, processing waste also remains the property of the customer. He/she has to ensure environmentally sound disposal.

Upon handover of the parts by the customer to the contractor, the latter receives a contractual lien regarding all of his/her current or past receivables from the business relationship. The statutory right of lien and retention by the contractor is not affected.

§ 10 Severability clause

If any of the above conditions are altered by contract or if individual conditions are invalid, the validity of the remaining provisions shall not be affected.

§ 11 Copyrights

If the contractor prepares detailed work documents on the basis of general processing notes by the customer, they are the exclusive property of the contractor. The customer is not entitled to demand handover of these documents.

Performance, jurisdiction and applicable law

Place of performance and jurisdiction for all obligations and conflicts, unless expressly agreed otherwise, is 72622 Nuerthingen, Germany. The contractor is also entitled to sue the customer at his/her corporate headquarters.

The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, (CISG) is excluded.

