



General terms and conditions
 PRO HUB Hebetchnik GmbH
 Boschweg 2 – 31603 Diepenau

§ 1
 Applicability

A Our terms and conditions apply exclusively. We only recognise conditions conflicting with or deviating from our terms and conditions if we have agreed to their applicability in writing. Our terms and conditions apply even if we unreservedly carry out the supply to the customer in knowledge of contradictory conditions.

B All agreements that we have struck with the customer for the purpose of implementing this contract must be stipulated in writing in this contract.

§ 2
 Quotation

A Unless expressly otherwise agreed upon, all quotations apply as non-binding. Orders, agreements, and prices, as well as side agreements are only binding after written confirmation.

B The documentation included in our quotations, such as figures, drawings, and weight and measurement information, are only approximations unless they are expressly designated as binding. We reserve the right to technical changes that serve for the improvement of the product. We retain ownership and copyrights to cost proposals, drawings, and other documentation. Such documentation may not be made accessible to third parties.

§ 3
 Scope of delivery

Our written order confirmation is authoritative for the scope of delivery, otherwise our quotation, insofar as it is indicated with a temporal commitment and according to a deadline.

§4
 Prices, payment

A The prices apply, if no separate regulation has been made in writing, ex factory, including loading in the factory, however excluding packing. The value-added is to be added to this net price tax in the applicable amount.

B Failing special agreement, the payment must be made free to the supplier's paying office

after 14 days at the latest, without any deduction.

C With non-payment within the payment period, the purchaser immediately enters into default of payment without prior warning. With default of payment on the part of the purchaser, the seller is entitled to calculate interest in the amount of the prime rate for open credit, however at least in the amount of 4 % above the respective bank rate of the German central bank, from the relative point in time. The enforceability of additional damages for delay remains reserved.

D Payment with bill of exchange requires special agreement. The note charges always go to the encumbrance of the issuer. With payment by note the deduction of cash discount is not permitted.

E The refund of payments or deduction because of any counter claims that we dispute are not admissible.

§5
 Delivery time

A In case of agreement on a delivery period, it begins with the dispatch of the order confirmation, however not before the adduction of all documentation, authorisations, etc. that are to be procured by the customer, nor before the entrance of a contractually agreed-upon prepayment.

B The delivery period is adhered to if the delivery item left the factory or readiness for delivery was indicated up to the expiration.

C The delivery period is extended appropriately with measures in the scope of labour disputes, especially during strikes and stoppages as well as during the event of unforeseen obstacles that lie beyond our sphere of influence. This also applies if such circumstances arise with subcontractors.

D If damages accrue to the customer because of a delay that has arisen through our blame, they are entitled – with the exclusion of additional claims – to demand compensation for delay. For every week of the delay it amounts to ½ percent, however at the highest 5 percent in total, of the value of the part of the delivery that cannot be used on a timely basis or in accordance with the contract. However we retain the right to prove to the customer



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that no damage at all or a significantly lower damage than indicated has arisen as a consequence of the delay in delivery.

E If the delivery of the contractual item is delayed at the request of the customer, then beginning one month after indication of readiness for delivery, they will be charged the costs arising from the storage in the case of storage in our factory, but at least ½ percent of the invoice amount for each month. We are entitled, though, after the setting and fruitless expiration of an equitable period to possess the delivery item and to provide the customer with an equitably extended period.

§ 6
Transfer of risk

A The risk transfers to the customer, at the latest, with the shipment of the delivery components, and even if partial deliveries have taken place or we have still assumed other services, e.g. sending or delivery and setup. At the customer's request, transport insurance for the delivery item will be concluded at their expense.

B If the delivery is delayed for reasons for which the customer is responsible then the risk transfers to the customer from the day of the readiness for delivery.

§ 7
Retention of ownership

A We retain the ownership of the delivery item until the entrance of all payments from the delivery contract. In the case of conduct that is contrary to the contract on the part of the customer, especially with default of payment, we are entitled to take the delivery item back. In taking back the delivery item, no withdrawal from the contract on our part exists unless we would have declared this in writing. After taking back the delivery item we are entitled to utilisation. The proceeds are deducted from the liabilities of the customer – less equitable utilisation costs.

B The customer is obligated to handle the delivery item with care. They are especially obligated to sufficiently ensure this for the reinstatement value at their own expense against fire, water, and theft damages. Insofar as maintenance and inspection measures are necessary, the customer must carry these out on a timely basis at their own expense.

With pledges or other third party interventions, the customer must immediately inform us in writing.

C The customer is entitled to resell the delivery item in the standard course of business. However they immediately surrender to us all demands that arise to them towards their buyer or third parties from the resale, and regardless of whether the delivery item has been resold without or after modification. The customer remains empowered for the realisation even after withdrawal. Our authority to collect the claim ourselves remains unaffected thereof. We are, however, obligated to not collect the claim insofar as the customer meets their payment obligations from the agreed-upon redemption, does not go into default of payment, and in particular if no request for the opening of bankruptcy or insolvency proceedings is present. In this case, however, we may demand that the customer makes all of their accruing claims and their debtors known to us, as well as making known all necessary information for collection, surrenders the respective documentation, and reports the withdrawal to the debtors (third parties).

D Extended retention of ownership
The purchaser may not, in the scope of the standard course of business, combine or mix goods that do not belong to us with the transferred goods under retention of ownership. In this case we acquire co-ownership in accordance with §947,948 BGB.

E The customer also surrenders to us, for security of our demands, the demands toward him that have arisen through the combination of the delivery item with property of a third party.

F We are obligated to release the securities entitled to us at the request of the customer insofar as the realisable value of our securities exceeds the claims to be secured by more than 20 %. The choice of securities to be released is incumbent upon us.

§ 8
Warranty

A If a defect for which we are responsible is present on the delivery item, then we are entitled, according to our choice, to correction of the defect or replacement delivery. In the



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case of the correction of the defect we are obligated to bear all necessary expenditures for the purpose of the fault corrections, especially transport, labour, and material costs, as long as they are not increased by the fact that the contractual object was brought to another location than the place of fulfilment. If an error arises during the warranty period, it must be immediately reported to us. We then decide whether the defective delivery item is delivered by carrier to the factory for repair or whether a customer service assembler is deployed. With justifiable warranty claims the costs of the customer will be reimbursed.

B No warranty is accepted for damages that have arisen from the following reasons: Inappropriate or improper use, incorrect assembly and/or commissioning by the purchaser or third parties, natural wear, incorrect or careless handling, inappropriate equipment, replacement materials, faulty installation work, inappropriate foundation, chemical, electrochemical, or electrical influences, insofar as they do not lead back to the blame of the supplier. For substantial third-party products the liability of the supplier is limited to the assignment of liability claims that they are entitled to towards the supplier of the third-party products. Structural changes may only be carried out with our approval; otherwise the warranty claim expires completely.

C If the fault correction fails or we are not ready or not in position for fault correction or replacement delivery, or this is delayed beyond an reasonable period for reasons for which we are responsible, then the purchaser is entitled to withdraw from the contract or to demand a decrease of the purchase price/compensation.

D The customer's additional claims, especially damage claims including lost profits or those on the basis of special pecuniary losses, are excluded.

E Providing liability limitations does not apply as long as the cause of damage is based on a deliberate act or gross negligence. Nor does this apply if the customer makes damage claims applicable on the basis of the failure of warranted property.

F If a significant contractual duty is negligibly injured our liability is limited to the foreseeable damages.

G The warranty deed is 6 months, calculated from the transfer of risk. This period is a statute of limitation and only applies for claims to compensation for damages resulting from defect, as long as no claims were made applicable from unauthorised handling.

§ 9

Right of cancellation

A The customer may withdraw from the contract if the entire performance becomes ultimately impossible prior to the transfer of risk. This also applies with inability and delay of performance. In addition, the customer has a right to cancellation of the contract if we fruitlessly allow a reasonably set period lapse for the subsequent improvement or replacement delivery in regard to a fault for which we are responsible in the sense of these terms and conditions. The customer's right to cancellation of the contract also exists in other cases of failure of the improvement or replacement delivery; however in the case of the improvement only if two subsequent improvements have failed.

B All other advanced claims by the customer are excluded, especially for cancellation or reduction, as well as for compensation for damages of any form, and also from such damages that have not developed on the delivery item itself. This liability exclusion only applies with intent, with gross negligibility, and with culpable breach of significant contractual obligations. With culpable breach of significant contractual obligations we are liable – except in the cases of intent and gross negligibility – only for the typical contractually sensible foreseeable damages.

§ 10

Right of the supplier to withdraw

A For the case of unforeseen results in the sense of the delivery conditions of § 5, as long as they considerably change the economic significance or content of the performance or considerably affect the operation of the supplier, and for the case that impossibility of implementation retroactively results, the contract will be reasonably altered. As long as this is not economically justifiable, then the supplier has the right to withdraw partially or wholly from the contract.

B The purchaser is not entitled to damage claims. If the supplier wants to make use of the



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right to withdrawal, then they must inform the purchaser of this immediately after knowledge of the consequences, and also if an extension of the delivery period was first agreed upon with the purchaser.

§ 11
Special notes

Lifting platforms without operating personnel transport:

A Attention: The quoted and/or delivered lifting platform is only permitted as lifting equipment for loads. It is not designed for the transport of operating personnel or for anyone to stand on the raised platform.

B Keeping a test log book for the quoted and/or delivered lifting platform is not prescribed. On request, however, we will gladly provide a test log book at an additional charge.

Lifting platform with operating personnel:

C The quoted and/or delivered lifting platform is designed as lifting equipment for carrying along one operator on the platform and corresponds to the safety conditions of EN 1570 in this regard.

D A design corresponding to the lift provision (elevator), however, cannot be delivered.

E For lifting platforms that are designed for carrying along an operator, inspection prior to the initial commissioning by an expert is prescribed. Preliminary inspection and structural inspection of the lifting platform are carried out by the manufacturer "on site". An acceptance inspection must take place after assembly of the lifting platform by an expert. This acceptance inspection must be brought about by the operator. The necessary test log book is contained in the scope of delivery.

§12
Jurisdiction, place of fulfilment

The jurisdiction for all disputes resulting directly or indirectly from the contractual relationship for both parties is the authorised jurisdiction for Pro Hub Hebettechnik GmbH (Verden legal jurisdiction), as long as nothing else legally compelling is determined. We are, however, also entitled to sue the customer in their domicile.

The place of fulfilment for all obligations of the seller is Diepenau.

The place of fulfilment for payments is likewise Diepenau.

The law of the Federal Republic of Germany applies for the terms and conditions and all relations between the seller and buyer.

§13
Ineffectiveness clause

Should a single provision of these conditions not withstand legal review, then a provision that comes closest to the sense and purpose takes its place.

The effectiveness of the remaining provisions remains unaffected thereof.