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1 General, Scope

1.1. These General Conditions apply to all business of Luxision GmbH (Luxision) with their business partners and suppliers (contractors). These Terms apply only if the contractor entrepreneur (§ 14 BGB) is a legal entity under public law or a public special fund.

1.2. The Terms apply in particular to contracts for the sale and / or delivery of movable matters (hereinafter also referred to goods) , regardless of whether the contractor manufactures the goods themselves or purchases from suppliers (§ § 433 , 651 BGB). These Terms apply in their current version as a framework agreement for future contracts for the sale and / or delivery of movable objects with the same contractor without a note by Luxision in each individual case.

1.3. The following Terms apply exclusively. Differing, conflicting or additional Terms and conditions of the contractor only if the contract has expressly been agreed to their validity as Luxision. This requirement applies in any case , for example, even if Luxision is in knowledge of conflicting terms and conditions of the contractor.

1.4. In individual cases, individual agreements with the contractor (including collateral agreements , supplements and amendments) shall always take precedence over these „GCP“. For the Contents of such agreements it prevails a written contract or written confirmation of Luxision.

1.5. References to the application of statutory provisions are only for clarification purposes . Even without therefore such clarification , the statutory provisions , insofar as they are not in these „GCP“ are directly modified or expressly excluded.

2 Order, conclusion

2.1. The orders of Luxision are only binding if they are in text form (letter, fax, e- mail) confirmed to a verbal or telephone order or in text form in the aftermath.

2.2 . Obvious errors (e.g. typing or calculation errors) or omissions of Order including the order documents , the contractor gives purpose of Indicate correction or completion prior to acceptance ; otherwise the contract shall not be deemed closed.

2.3. Has Luxision informed the contractor about the intended use of the ordered delivery or the purpose for the contractor is recognizable , then the contractor obliged Luxision to inform immediately if the delivery is not suitable , this to fulfil purpose.

2.4. The Contractor shall be held to confirm the order of Luxision within a period of 5 days in writing within that period, or in particular by shipping the goods by unconditionally execution.

2.5. A late acceptance is considered a new offer and subject to adoption by Luxision.

2.6. Compensation for expenses during the offer and negotiation phase, in particular for visits, elaborations for deals and projects , estimates or drawings are not granted by Luxision, if this is previously agreed in writing. Otherwise Luxision is not bound to the intermediate of the contractor, especially under no obligation to the contractor to place the order.

3 Rates, Services

3.1. Given in the orders of Luxision prices are fixed prices. They see themselves only the legal sales tax, in "free delivery " also including packaging , for imports they are including customs and other import duties.

3.2 . If Luxision does comply with the contractor "prices subject to change " , then the day of delivery price is valid as binding.

3.3. In a contractual relationship , which has subject for the regular purchase of goods by Luxision, the contractor is obliged even with binding prices. Also to take into account price changes in favour of Luxision.

3.4. Referring 3.3. applies in case of a contractual relationship , the commodity that Luxision wants to get goods 4 months after the conclusion of the contract.

3.5. Costs, taxes, duties and other levies enacted or increased after the order are defined to be paid by the contractor.

4 Quality of the goods

4.1. If Luxision refers to drawings, diagrams, calculations , plans and tolerance specifications, delivered with the order, these are the resulting properties devoted to the contractor and agreed as contractually condition of the goods to be delivered.

4.2 . Attached samples and patterns from Luxision are the basis for quality and consistency.

4.3. The submission of drawings, diagrams, calculations , plans and tolerance specifications by Luxision does not relieve the contractor from his obligation to check these documents for accuracy and suitability for the production and delivery of ordered products.

4.4. The contractor also warrants that the goods supplied or materials and substances used all fit to national and European legislation (particularly occupational safety, health, fire and environmental protection as well as construction , trade and traffic laws as well as the equipment and product safety act and implementing regulations) and all meet relevant technical conditions and wear the necessary certification mark or mark of conformity.

4.5. Deliveries must fit to the environmental protection legislation, in particular regulation on hazardous materials (working substances). Written instructions for disposal must be provided when environmental regulations a special disposal are predicted.

4.6. Orders Luxision bases on previous orders or in an ongoing agreement to supply several products of the same type , the contractor is obliged to inform Luxision about changes in the specifications, manufacturing and production processes , composition and ingredients as well as the change of a supplier of contractor prior to delivery.

4.7. Product changes in quantity, quality and other subsequent contractual changes from the order placed by Luxision are only agreed if this is explicitly confirmed by writing.

5 Packaging

5.1. Luxision is authorized to return packaging material at the risk and expense of the contractor.

5.2 . Non- recyclable packaging material must be returned by the contractor at the request of Luxision by withdraw or dispose of its cost. If the contractor does not fit to this obligation despite a deadline, Luxision hast the right to bill any resulting expenses and resulting damages tot he contractor.

5.3 . If the contractor calculates packaging exceptionally separately , Luxision is entitled to return those by fee of 2/3 for this package from the invoice value.

6 Delivery time, Delivery delay

6.1. The order delivery time requested by Luxision is binding. If a delivery period agreed , it begins with the date of the written order. If the delivery time in the order was not indicated and agreed otherwise , it is two weeks from beginning of the contract. The agreed dates for delivery are an essential part of the contract.

6.2 . Deliveries before the agreed delivery period are not permitted. Exceptions require the approval of Luxision.

6.3. The contractor is obliged to put Luxision immediately in knowledge in writing if he does not agree delivery times - for whatever reason.

6.4. Delivery shall be deemed delivered on schedule for delivery without installation and / or commissioning at Luxision when it arrives on time at the agreed unloading . When ordered with mounting and / or commissioning it is in the timely acceptance by Luxision.

6.5. If the contractor 's performance does not provide or not agree delivery time or he is in default as to determine the rights of Luxision - especially on withdrawal and compensation - in accordance with statutory regulations. The provisions of Items . 6.7 . remain unaffected.

6.6. In the absence of necessary documents to be supplied by Luxision or other inputs , the contractor may rely only when he called for the wholesale writing and has not received within a reasonable time.

6.7 . In case of delay in delivery Luxision has the right to be entitled against the contractor to a flat amount of damage equal to 0.3 % of the net settlement amount per day of culpable limit override, but not more than 5 % of the net settlement amount. The settlement amount is determined taking into account discounts but without any fast paying discounts. Further Luxision is entitled by law, rights and claims (withdrawal, damages) are reserved. The compensation has to be setted higher if Luxision has a higher damage . The contractor shall have the right to prove Luxision that the delay does no or significantly less damage.

7 Performance, delivery, transfer of risk, default of acceptance

7.1. The contractor may transmit the execution of delivery or assembly or commissioning power or parts to a third party not without the prior written consent of Luxision (e.g. subcontractors). Luxision will grant such approval if the third party secures economic and technical assurances , the delivery or performance according to the contractual to fulfil agreements between Luxision and the contractor.

7.2 . The contractor shall not be entitled, without the express agreement, to make partial deliveries. Advance, partial, or multiple deliveries unless otherwise agreed, will not be decreased. Short deliveries will be completed by the contractor , even if an immediate display was omitted by Luxision first.

7.3. The complete shipment also includes the transfer, ordered or customary installation instructions, operating instructions, maintenance instructions or other technical documents.

7.4. Delivery within Germany is "free " (DAP or DDP according to Incoterms 2010) at the place specified in the order. If the destination is not specified, and nothing otherwise agreed, the delivery to the registered office of Luxision in 53949 Dahlem has to be carried out. The respective destination is also the place of performance (obligation to deliver).

7.5. The delivery is a delivery note stating the date (issue and dispatch), content of delivery (Luxision item number, item name and number) and the Luxision ordering code resolve (date and number). If the delivery note is incomplete, this does not represent resultant delays in processing and payment.

7.6. The risk of accidental loss and accidental deterioration of the goods shall pass with handing over to Luxision at the place. If acceptance has been agreed, this is for the transfer of risk shall prevail. Also in other respects, with a decrease in the statutory provisions the work according to contract law. The transfer and assumption is the same when Luxision is in default of acceptance.

7.7. For entry of default of acceptance, the statutory provisions are binding. The contractor must offer Luxision its performance specifically when or for an action participation on the part of Luxision (e.g. provision of material) an identified or identifiable calendar time is agreed. Is Luxision in default of acceptance, the contractor may claim the regulations reimbursement of additional expenses (§ 304

BGB). Is the subject of the contract one product by the contractor or an unacceptable thing (individual production), so there will be further rights, only if Luxision committed to participation and the failure to its responsible participation .

8 Accounting and Payment

8.1. Invoices are issued in Euros, in duplicate.

8.2. So that Luxision can process invoices quickly and properly , the contractor guarantees on all invoices Luxision the order number, quantities and units of measure. Luxision articles have to be found with Luxision item number , the valid bank account with BIC and IBAN code and the valid VAT shown separately.

8.3. Without this information Luxision has delays in the processing and is not responsible for delays in balancing the account.

8.4. Unless otherwise agreed, Luxision pays from delivery or acceptance (if agreed) and receipt within the following 30 calendar days or within 10 calendar days less 3% discount based on the gross invoice amount. A delay caused by incorrect or incomplete accounting does not affect the above discount period.

8.5 . Luxision does not owe any interest due. The claim by the contractor for payment of default interest remains unaffected. For the occurrence of the default of Luxision the statutory regulations are binding. In any case, however, a reminder by the contractor is required.

8.6. The claim of the contractor to damages for delay is due to Luxision typically foreseeable or announced concrete before the delay damage, unless the delay of Luxision based on gross negligence or intent.

8.7. The contractor established right to compensation in lieu of performance by default of payment of Luxision is also limited in so far as that damages the maximum value of the contract may be required, unless the delay of Luxision based on gross negligence or intent.

9 Quality assurance by the contractor, batch tracking

9.1. Luxision instructed the contractor to monitor and ensure the quality of goods delivered by him. The Contractor agrees to incoming and outgoing inspection to pointed Luxision to existing concerns about possible defects .

9.2. In the event of a defect, the contractor batch tracking by labelling the goods in the procurement, production and supply chain , as well as archiving sure.

10 Defects

10.1. For the rights of Luxision event of defects of the goods (including wrong and short delivery, as well as improper installation , improper installation , operation or manual) and other breaches of duty by the contractor subject to the statutory provisions, insofar as nothing else is determined.

10.2. According to the legal provisions of the contractor shall be responsible in particular that the goods have the agreed quality at the transfer of risk to Luxision. When agreement on the characteristics apply at least those product , which - in particular by name or reference in the order of Luxision – are subject of the respective contract are or have been involved in the same way as these „GCP“ in the contract. It makes no difference whether the product description of Luxision comes from the contractor or the manufacturer.

10.3. Notwithstanding § 442 paragraph 1 sentence 2 BGB Luxision defect claims without restriction then, if you remained unknown to the deficiency in the contract due to gross negligence.

10.4. For commercial inspection and reprimand , the statutory provisions (§ § 377, 381 HGB) with the following provisions are binding: The duty of Luxision is limited to defects that including in their inspection of incoming goods under outward assessment of shipping documents as well as at Luxision - come clearly to light quality control in sampling (e.g., transport damage, wrong and short delivery). If acceptance has been agreed, there is no obligation. Otherwise, it depends on the extent to which an investigation under the circumstances of the case is executable in the ordinary course of business.

10.5. The reprimand for later discovered defects remain unaffected. In all cases, a plea of true from Luxision (defects) as promptly and timely if made within 14 calendar days received by the contractor.

10.6. The purpose of examining and repair costs incurred by the contractor takes this even if it turns out that was actually present no shortage. A liability for damages of Luxision at unauthorized removal of defects desire remains unaffected; however, the extent Luxision is liable only if it has detected or gross negligence is not recognized, that there was no defect.

10.7. If the contractor and its obligation to remedy - choice of Luxision by correction of the defect (rectification) or by delivery of a defect -free item (replacement) - set within a part of Luxision, in a reasonable period of time , it may eliminate the defect and to this end from the contractor for the expenses incurred or an appropriate advance. If the subsequent performance by the contractor has failed or is unreasonable for Luxision (e.g. because of special urgency , danger to operational safety or imminent occurrence of disproportionate damage) it requires , no deadline ; the contractor shall forthwith so notify if possible in advance.

10.8. Incidentally Luxision is at a defect according to the legal regulations to reduce the purchase price or rescind the contract. It has also according to the legal rules claim for damages and reimbursement of expenses. Under the law claims and rights Luxision extent in full.

10.9. Claims due to a defect shall be reported in 36 months from the passing of risk or of final acceptance. For structures or things according to their usual manner of use have been used for a building and cause it to be defective and in a work whose success in the provision of planning and supervision services for a building is time-barred claims due to a defect in 60 months.

10.10. Unless Luxision against the contractor acc. § 478 BGB can take recourse , takes the statute of limitations in § § 437 and 478 para 2 BGB certain claims of Luxision against the contractor due to lack of to a purchaser of Luxision sold new produced item at least 6 months after the time when , in the Luxision the claims of their purchaser has met.

10.11. If the delivered goods are defective and the contractor shall therefore claim for remedy, substitute performance , control systems , reimbursement of (part of) the price, reimbursement of expenses or damages against his suppliers or subcontractors shall the contractor claims this already with the consent of Luxision to this by way of security. This security agreement is a condition subsequent; it turns off when the contractor has fulfilled all defect-related claims of Luxision . For Luxision this is not an uncovered assignment until the contractor fulfilled properly his lack of obligations to Luxision.

10.12. For parts, which could not remain in operation during the investigation of the defect and / or the removal of defects, a current limitation period around the time of the extended business interruption will be added. For redelivered parts the statute of limitations begins with that time new. This is true even if parts are significantly improved.

10.13 . Due to the stipulations in this section longer statutory limitation periods are not shortened and the legal provisions relating to suspension and recommencement of periods not restricted.

11 Legal defects, rights of third parties

11.1. The contractor shall ensure that, in connection with his delivery as well as by his goods or services as well, the contractual use by Luxision will not hurt any third parties rights.

11.2. If Luxision is therefore taken by a third party claim, then the contractor obliged Luxision on first written demand from these claims. This is even if Luxision has assured a third party the freedom of property rights of third parties for domestic and/or foreign property rights. Luxision is not entitled, without the consent of the contractor with the third party to any agreements , in particular a comparison.

11.3. The indemnification obligation applies to all expenses that Luxision or a connection with a claim by a third party could take from sensible view that the expenses for the proper execution are displayed.

11.4. The statute of limitations for these claims shall be 10 years as from delivery of the goods or provision of the service.

11.5. If for the amount owed by the contractor goods or services own rights exist , it is obliged to inform Luxision.

12 Liability

12.1. In the event of damages or monetary damages in lieu of performance , shall be liable to Luxision contractor for every degree of fault in full accordance with the statutory provisions applied in these conditions or otherwise specified.

12.2 . The contractor is required to have a liability insurance policy with one that contractual complete risk-covering sufficient sum insured and at the request of Luxision showed off.

12.3. If Luxision has to pay for a damage it has limited liability for slight negligence : The liability arises only from a breach of the contract and foreseeable at the time the contract damage is limited. This limitation shall not apply to injury to life, body and health. If the damage by one of the contractors for the claim in question direct insurance (except sum insurance), Luxision only is liable for any detriment caused to the contractor , for example, higher insurance premiums or interest until the settlement of claims by the insurance.

12.4. The liability of Luxision due to delay in §8 is finally regulated.

12.5. Also excluded is the personal liability of the legal representatives of Luxision, servants or company employees where they have caused by negligence damages.

13 Spare parts

The contractor guarantees the redelivery of spare parts or subassemblies for a period of 10 years from the date of delivery.

14 Confidentiality

14.1. Luxision designated as confidential information and documents , technical and but without limitation to illustrations, drawings, calculations are strictly confidential to hold . The contractor can show it to third parties only with the express written consent of Luxision. This also applies to models , patterns and tools.

14.2. The other confidential information are only for the purpose of executing the contract. From Luxision provided confidential documents have to be automatically returned after the completion of the contract.

14.3. The obligation of confidentiality shall also apply after contract´s execution.

14.4. It goes out when and where the provided documents or information knowledge has become generally known.

14.5. Other rights, especially property rights, trademarks and copyrights are reserved.

15 Off, Retention, Assignment

15.1. Luxision is entitled to set off claims of the contractor with all counterclaims offset. This applies even if the maturities of the mutual claims of different are.

15.2. Retention as well as the defence of non-performance of the contract in Luxision´s scope of the law. A lien Luxision can argue against the contractor that their claim is not based on the same contractual relationship. Luxision is especially entitled to withhold due payments, while there are still claims from incomplete or defective performance against the contractor.

15.3. In contrast to the claims of Luxision the contractor shall only be entitled if his counterclaim is undisputed or legally binding ; a lien may make the contractor only claim so far as the claim from the same contractual relationship.

15.4. The contractor shall not claims against Luxision only with the prior consent of Luxision assign, unless the transaction underlying them is for both parts a trading business. Over suitable for under extended reservation of ownership to the contractor goods shall be the approval of Luxision for assignment to the suppliers to be granted.

16 Applicable law, place of jurisdiction

16.1. The basis for these „GCP“ and all legal relations between Luxision and the contractor is the law of the Federal Republic of Germany with the exclusion of all international and supranational (contractual) legal systems, especially the UN sales law. Requirements and effects of the however, retention of title, subject to the law of the respective location of the matter, so far as it the choice of law in favour of German law is inadmissible or ineffective.

16.2. If the contractor is a businessman in terms of the commercial code, a legal entity of public law or a public special fund, the exclusive - and international - jurisdiction for all disputes arising from the contractual relationship arising directly or indirectly disputes the place of business of Luxision in Schleiden. However Luxision is also entitled to raise action on general jurisdiction of the contractor.

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