

1. General provisions

1.1 The contracting partner is GIMTAS GmbH (hereinafter: GIMTAS). All parties, deliveries and services are subject to these conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the customer are not subject to the contract.

1.2 Deviating or supplementary conditions of the customer as well as ancillary agreements are only binding if they are confirmed in writing by GIMTAS.

1.3 Price and performance information as well as other declarations or assurances are binding for GIMTAS only if they have been submitted or confirmed in writing by the Commission.

1.4 GIMTAS reserves the right to take samples, quotations, drawings and similar information of a physical and an incorporeal nature-including in electronic form-property rights and copyrights; They may not be made available to third parties. The customer undertakes to make available to third parties the information and documents designated as confidential by GIMTAS only with his consent.

1.5 All legal relations between GIMTAS and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties. The place of jurisdiction is the court responsible for the seat of the GIMTAS. GIMTAS reserves the right to bring an action at any other jurisdiction in the world.

1.6 The law of the Federal Republic of Germany applies. The Hague Conventions of the 01.07.1964 concerning uniform laws on international purchase and the United Nations Convention of 11.04.1980 on Contracts for the international purchase of movable property shall not apply.

2. Price and payment

2.1 In the absence of a special agreement, the prices shall apply ex works, including loading at the factory, excluding packaging and discharge. The sales tax in the respective legal amount is added to the prices.

2.2 In the calculation of the repair, the prices for the used parts, materials and special services as well as the prices for the work performance, the travel and transport costs are to be shown separately. If the repair is carried out on the basis of a binding estimate, a reference to the cost estimate is sufficient, whereby only deviations in the scope of services are to be performed in particular.

2.3 The withholding of payments due to any counterclaims of the customer disputed by the contractor is not permissible.

2.4 The contractor is entitled to demand an appropriate advance payment at the conclusion of the contract

3. Delivery time and delays

3.1 The delivery time is determined by the agreements of the Contracting Parties. Your compliance by GIMTAS requires that all commercial and technical issues between the Contracting Parties are clarified and that the customer fulfils all the obligations incumbent upon him, such as providing the necessary official certificates or Or the performance of a down payment. If this is not the case, the delivery time will be extended appropriately.

3.2 Compliance with the delivery time is subject to correct and timely self-delivery. GIMTAS will notify any delays as soon as possible.

3.3 If the non-observance of the delivery time is attributable to force majeure, labour disputes or other events which are outside the sphere of influence of the GIMTAS, the delivery time shall be extended appropriately. The supplier will inform the customer of the beginning and the end of such circumstances as soon as possible.

4. Transfer of risk, introduction, installation, acceptance

4.1 The risk shall be transferred to the customer if the delivery item has left the plant, even if partial deliveries are made.

4.2 The delivery of the delivered item is basically done by the customer unless otherwise agreed. The customer has to organise the appropriate lifting equipment for the machine installation and deployment in good time.

4.3 Partial deliveries are permissible, as far as reasonable for the buyer.

4.4 The installation and commissioning of the delivery item is carried out by a GIMTAS service technician or by a partner appointed by GIMTAS. All requirements to be fulfilled by the customer are to be drawn from the installation and operating conditions as well as the valid TRUMPF installation plan and must be fulfilled by the customer on time. The customer must provide the responsible service technician with the appropriate personnel and lifting equipment free of charge for the entire duration of the installation for a speedy procedure.

4.5 A decrease will only take place if this is agreed in writing. If a acceptance is agreed upon, GIMTAS shall notify the customer orally the readiness for acceptance. The acceptance must then be carried out immediately. It must not be refused on the grounds of such deficiencies which do not or only immaterially impair the functioning of the repair item.

4.6 If the acceptance is not made for reasons which GIMTAS is not responsible for, within a period of 7 days from notification of readiness for acceptance, the acceptance shall be deemed to have been effected at the end of this period.

4.7 The acceptance shall be deemed to have taken place as soon as the customer has used the repair item.

4.8 The costs of the acceptance shall be borne by the customer, who is to be represented by GIMTAS. Travel expenses, hotel costs and additional costs for carriage of luggage are charged according to expenses. If, for reasons which it is not responsible for, GIMTAS must work at times or under circumstances that deviate from the conditions of work stipulated in the contract and require additional expenses, the client shall pay the corresponding additional prices if He was informed by GIMTAS of the change in working conditions in good time. The customer is obligated to pay the calculated remuneration even if it exceeds the offer, which is designated as binding, by up to 20%.

4.9 The same applies to any other material deterioration in the customer's economic situation. In such cases, GIMTAS is entitled to demand sufficient security or to withdraw from the contract.

5. Compensation for non-performance

In the case of deliveries, the customer is obligated to take over the object of purchase within 7 days from receipt of the delivery notification. In case of non-performance, GIMTAS may make use of its legal rights. If GIMTAS requires compensation, this is 15% of the purchase price. The compensation shall be higher or lower if GIMTAS a higher or the customer proves a lesser damage.

6. Claims for defects

6.1 The Supplier shall be liable for defects of title and defect in the delivery under exclusion of further claims – subject to section 8. – as follows:

Material defects

6.2 GIMTAS will repair all those parts which, as a result of a circumstance which is not in danger of passing the risk, become defective, free of charge. The determination of such defects shall be GIMTAS immediately in writing. Replaced parts become the property of GIMTAS GmbH.

6.3 In order to make all the improvements and replacement deliveries necessary to the GIMTAS, the customer must provide the necessary time and opportunity after communication with GIMTAS; Otherwise, GIMTAS is exempt from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to the defense of disproportionately large damages, whereby GIMTAS is to be immediately communicated, the customer has the right to have the defect remedied by himself or by third parties and to replace the supplier Necessary expenses.

6.4 GIMTAS Bears-as far as the complaint proves justified-the direct costs of the rectification or the replacement delivery including the dispatch. It shall also bear the costs, if any, of the necessary incomes and removals, provided that this was the subject of the original performance, and the costs of the necessary provision of the required lab our force, including travel costs, to the extent Disproportionate burden of GIMTAS occurs.

6.5 The customer has the right to withdraw from the contract within the framework of the statutory provisions, if GIMTAS-taking into account the legal exceptions-a reasonable time limit set for the rectification or replacement delivery due to a material defect . If there is only a negligible defect, the customer has only the right to reduce the contract price. The right to reduce the contract price is otherwise excluded

6.6 Further claims shall be determined exclusively in accordance with section 8.3 of these conditions.

6.7 No liability shall be assumed in particular in the following cases: inappropriate or improper use, faulty installation or commissioning by the customer or third parties, natural wear, faulty or negligent treatment, improperly Maintenance, unsuitable equipment, defective construction work, inappropriate ground, chemical, electrochemical or electrical influences-unless you are responsible for the GIMTAS and wear of components such as punching tools, bending tools, lenses, Nozzles, filters, batteries, decoupling mirrors and external beam guide optics.

6.8 If the customer or a third party repairs incorrectly, there is no liability for GIMTAS for the resulting consequences. The same applies for without prior consent

7. Legal defects

7.1 If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, GIMTAS will in principle provide the customer with the right for further use at its expense or the delivery item in the customer's reasonable Such a way that the infringement of property rights no longer exists.

7.2 If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer is entitled to rescind the contract. Under the aforementioned conditions, GIMTAS is also entitled to withdraw from the contract.

7.3 In addition, GIMTAS will exempt the customer from undisputed or legally enforceable claims of the relevant copyright holders.

7.4 The obligations of the supplier referred to in section 7.1 shall be final, in the event of a breach of protection or copyright.

They only exist if

- The customer shall inform GIMTAS immediately of any alleged infringement of protection or copyright,
- The customer GIMTAS to the appropriate extent in the defence of the asserted claims or to enable the supplier to carry out the modification measures in accordance with section 7.1,
- GIMTAS all defensive measures, including out-of-court rules, remain reserved,
- The defect of the law is not based on a statement by the customer and
- The infringement was not caused by the customer having changed the delivery item on its own or using it in a manner not in accordance with the contract.

8. Liability of the supplier, exclusion of liability

8.1 If the delivery item is due to the supplier culpably refrained or faulty proposals or consultations which took place before or after conclusion of the contract, or by culpable violation of other contractual ancillary obligations-in particular instructions for operation and maintenance of the delivery item-can not be used by the customer in accordance with the contract, shall be subject to the exclusion of

8.2 In the event of culpable breach of essential contractual obligations, the Supplier shall also be liable in the case of gross negligence on the part of non-executive employee and in the case of slight negligence, in the latter case limited to the typical contractual, reasonably foreseeable Damage

8.3 For damages that have not arisen on the delivery item itself, the supplier is liable-for whatever legal reasons-only:

- In case of intent,
 - In case of gross negligence of the proprietor/the institution or executive employee,
 - In the event of culpable injury to life, body, health,
 - In the case of defects which he has fraudulently concealed,
 - Within the framework of a guarantee
 - In the case of defects in the delivery item, to the extent that liability for personal or material damage to privately used objects is adhered to in accordance with the law.
- Further claims are excluded.

9. Exhaust Air Duct

9.1 In the case of laser and punching combi machines, the technical rule for hazardous substances (TRGS 560) applies to the processing of stainless steel (with the alloy components chromium and nickel). This indicates a return of the exhaust air of the compact dust collector to the working area only with official approval. As a rule, an exhaust air duct is to be carried out by the customer.

10. Retention of title

10.1 GIMTAS reserves the ownership of the delivery item up to the receipt of all payments-also for additional ancillary services owed if necessary-from the supply contract.

10.2 The customer may not sell, pledge or transfer the delivery item for security. In the case of seizures and seizures or other injunctions by third parties, he shall immediately notify the supplier thereof.

10.3 In case of breach of contract by the customer, in particular in the case of late payment, the supplier is entitled to take back the delivery item after reminder and the buyer is obligated to release

10.4 Due to the reservation of title, the supplier can only demand the delivery item if he has withdrawn from the contract.

11. Binding nature of the contract

11.1 Should individual regulations of these Terms and conditions be ineffective, the validity of the remaining regulations as well as the contract itself shall not be affected.

12. Limitation Period

12.1 All claims of the customer-for whatever legal reasons-become statute-barred in 12 months.