

Terms of delivery - weil engineering gmbh

Fulfilment of contract

If there are export restrictions, the fulfilment of the contract by weil engineering is subject to authorization by

1. Bundesausfuhramt in Eschborn / Germany (in the case of restrictions under the Außenwirtschaftsgesetz) (Export law)
2. Department of Commerce / USA (authorization for re-exportation of US goods)

For domestic deliveries to companies exporting the goods, we point out that these companies are obliged to apply for the aforementioned export permit. For further information, please contact weil engineering.

If export permit is refused, weil engineering decline any liability for non-performance of the contract.

Prices

Prices are quoted EXW Müllheim (ex works weil engineering, Müllheim) according to INCOTERMS 2010, excluding VAT and packaging, unless otherwise noted in the quotation.

Prices are quoted in Euros.

Prices for itemized and / or optional parts are valid for the first delivery only. For changes in the supply scope we will submit an additional quotation stating the revised price and delivery time.

Prices are not subject to an increase for orders received within the offer validity period.

Execution of any machine and system components will be realised according to the quotation terms of weil engineering and according to the legal requirements under European Union Directive 2006/42/EC (machinery directive). The realisation is based on current harmonised standards.

Please note that regulations for operational supplements which may be in effect in your company are not taken into consideration in WE quotations. Should you request us to follow your regulations for operational supplements, we kindly ask you to provide them to work out a suitable quotation. Any such demand will not be considered after placement of an order.

Pictures in a quote may show optional accessories which may not be included in the quote.

Any governmental charges (taxes, foreign VAT, other fees and charges, customs duty, etc.) for foreign supplies which accrue in connection with order processing, supply and installation of the delivery item, are borne by the Buyer, also if not levied in Germany.

Shop assembly at weil engineering

For function control purposes at the manufacturer, the appropriate assemblies are carried out in the factory. All connections such as power, water, air, etc. are provisional and serve only this purpose. It is not intended to run a full acceptance test for a completely assembled system in our shop

Payment conditions

30% down payment with placement of order
30% after half the delivery time
30% after notification of readiness for shipment
10% after start-up (maximum 4 weeks after notification of readiness for shipment)

Invoices are payable within 14 days from date of the invoice, strictly net.

Proof of Performance

Proof of performance constitutes the contractual operation of the machine. A performance test will be carried through directly after start up together with Customer's operation staff who are also trained during the acceptance test. weil engineering will supervise the performance test and interfere only if needed.

The performance test should take 4 hours. Both parties accept the proof of performance in writing (protocol).

Acceptance protocol

Buyer is bound to accept the subject of the contract as soon as the performance test has been successfully accomplished.

weil engineering issues an acceptance protocol which will be signed by both parties. Minor defects do not give reason to refuse the acceptance.

If acceptance or shipping of the delivery is delayed for reasons beyond the responsibility of the Seller, acceptance is deemed two weeks after notification of completion of assembly and start-up, maximum 4 weeks after notification of readiness for delivery.

Provisions by Buyer

The following provisions by the Buyer are necessary for a successful installation and start-up of the machine:

- Unloading of truck and transport to installation location as well as appropriate storage of all parts until assembly start and during assembly period.
- Assembly site for the machine, clean swept and with 2 marks for height and 2 axes to define the assembly site.
- Local planning and construction of foundation, according to foundation drawing from weil engineering
- 2 skilled employees for assembly assistance during the period of assembly
- Fork lift truck with operator during unloading and assembly of the machine
- Providing all necessary lifting devices with required lifting capacity and lifting height incl. driver / operator according to our guidelines
- Inert gas plant and piping to system laser
- Installation of gas and pneumatic pipes (incl. maintenance unit) to feed-in at the system
- Power connection to main switch of the system incl. fuse
- Provision of and connecting the system to an adequate exhaust device.
- Provision of all liquid necessary to operate the system, according to our guidelines and the appropriate devices for filling
- Definition of the primary material regarding material quality and geometry
- Provision of primary material (blanks) for tests to be carried through at weil engineering, for pre-acceptance and for start up at the Customer's facility.
- Assignment of maintenance and operation personnel for training, start-up and capacity tests.

- Any safety installations which are demanded by law or by Customer's safety inspector in addition to the coverings and protective device mounted by weil engineering if such safety installations exceed the agreed upon supply scope.
- Costs for travel and accommodations for Customer's operation personnel during training carried through at weil engineering

Limitations of warranty claims for supplied material and machines

The warranty period is 12 months, no limitation to shifts, not included parts subject to wear and tear, however it expires 15 months after delivery at the latest.

Warranty applies under the following conditions:

- Warranty covers absence of defects for all machines and machine components included in the scope of delivery.
- Parts which weil engineering refers to as wear parts are excluded from warranty.
- weil engineering indicates the necessary non-standard components and spare parts (no wear parts) which must be procured by Customer and stored in case of break-down or defect at the original material.
- weil engineering does not grant a warranty for machines and machine parts which have been modified without the consent of weil engineering and declines any liability for claims in this connection.
- weil engineering does not grant a warranty for damage due to non-observance of the intended use or of the operating instructions of the system.

Performance promise

Cycle time

Cycle time is based on Customer's information and the welding speed graphs by weil engineering. The estimated cycle time is stated above.

To determine the effective cycle time and to state performance guarantees welding tests must be carried through with the original material. These tests can be carried through within 2 weeks after receipt of undamaged original material at weil engineering.

Availability

Details about availability of the system are stated in the technical description.

Production output

The output of products with faultless production results is stated above and is based on undamaged and suitable original material.

Liability

In cases of minor negligence and in case of delayed delivery by our sub-suppliers, liability for defects and delay in delivery is limited to potential defects at the delivery item and at other objects of legal protection (property, life and limb) of Customer. We explicitly decline any liability for financial losses, especially for lost profit and lost output.

Retention of title

Delivery items remain the property of WE until full outstanding payment from the contract and receivables from the existing business relationship has been received.

If supply item has been interlinked by the Customer with non-system items, we acquire ownership of the new object proportional to the value of the contract item (invoice amount, etc.) to further interlinked items at the time of interlinkage.

Non-disclosure agreement

Any data and information of or in connection with this quotation must be handled by both parties with absolute confidentiality, especially to third parties.

This applies to the Customer's information given to Supplier and vice versa.

Variations of the terms must be agreed upon in writing.

Software

WE continues to hold any rights concerning the software developed for the contract item. WE transfers to Customer the non-transferable, non-exclusive, unlimited right, to use the software of the supplied item in the context of the performance description.

Customer can request updates and upgrading only if a separate contract has been concluded. Any use of the software contrary to or outside the conditions stated in the performance description and any change, modification or adjustment of the software by Buyer (e.g. external data access) results in WE being relieved from all warranty obligations.

For systems with several operation terminals (network license), the software supplied may only be used for the number of operation terminals agreed to.

Visual data is processed by the Augmented Portal of ESSERT GmbH, Großer Sand 18, 76698 Ubstadt-Weiher, Germany on behalf of WE when the service glasses are in use. The data is processed to establish a communication channel, which transmits visual data to a WE service technician in order to provide remote support for repair work. While the data connection is active, all data shown in the visual field of the glasses recorded by the glasses is transmitted via this communication channel. Visual data that is exchanged during remote maintenance using the Augmented Portal may be recorded and saved in accordance with the customer. Recorded data will be deleted by WE if it is not required for performing maintenance and repair work. ESSERT GmbH is obligated to keep all data confidential and processing personal data takes place based on an agreement for data processing and within the guidelines of the EU Data Protection Regulation.

Operating instructions

Within EC:

The original operating manual for machines is supplied in German language and complies with CE regulations 2006/42/EC annex 1 no. 1.7.4. The translation of the original operating manual is supplied in the official language of the country of use. The operating manual is delivered in duplicate (hard copy) and, in addition, on electronic data storage media. Operating and assembly instructions of integrated machine parts have to be supplied as well according to Art. 13 of the Machinery Directive.

Outside EC:

Any documentation and components thereof (1-fold) is supplied in German or English, as required.

Standard colours

Machine base frame	RAL 5002	Ultramarine blue
Protection hood and doors of the machine housing	RAL 9001	Cream
Automatic doors and bearing cap	RAL 1023	Traffic yellow
Protective fence	RAL 9017	Traffic black
Protective fence post	RAL 1023	Traffic yellow
Cable duct		Galvanized
Control panel	RAL 7035	Light grey

Customized colors are available for an additional price.

General conditions

Buyer guarantees the structural innocuousness for installation of the system.
Our „General Terms and Conditions of Sale“ as well as „Installation and Assembly Conditions“ apply.
They form an integral part of this quotation.

This quotation replaces any quotations previously submitted in connection with this project / enquiry.

We reserve the right to carry out technical modifications for the sake of improvements or simplification.

Enc.: Installation and Assembly Conditions
 General Terms and Conditions of Sale

Installation and Assembly Conditions of weil engineering gmbh

For all systems which are equipped with a laser source, the installation conditions of the laser supplier must be observed in addition.

Base Plate conditions:

- Base Plate evenness: +/- 10 mm relating to installation surface
- Installation surface must be free from expansion joints.
- Machine is fixed by chemical anchors, manufacturer's requirements must be observed.
- Foundation load: to be stipulated after final technical definition
- Surface, finish: The soil must have a closed, bound and abrasion-resistant surface. Any formation of dust due to unsealed surfaces must be avoided.

Vibration:

Laser systems must not be placed in the area of vibration-emitting machines. Acceleration at the support points must not exceed 1 G (0,981 m/s²).

Traffic of industrial trucks and forklifts beneath the systems must be avoided.

In case the system is installed on vibrating base plates (e.g. storeys of machine shops) the support plate must have a minimum thickness of 250 mm and be solid throughout (B25, concrete quality acc. to DIN 1045).

The span length of the support plate must not exceed 6000 mm between two supports.

Power supply:

Total connected load: Total connected load will be fixed after final technical definition.

Customer supplies energy input from mains to control panels incl. fuse.

Positioning of control panels can be seen from layout!

Customer's machine supply lines, which are additionally protected by a residual current circuit breaker (FI), require an optional isolating transformer (not included). In-house supply networks TN-S or TN-C require an additional connection at the building's potential equalization.

Power supply deviations: max. +/- 10 %

Frequency fluctuations: max. +/- 2 %

Short circuit current: max. 25 kA

Compressed air:

If requested, Customer supplies piping of compressed air including maintenance unit to place of consumption. Connection according to layout.

Gases:

Gas piping to place of consumption is made by Customer.

Climatic Conditions:

Ambient temperature:	+ 10° C to +35° C
Temperature range for set parameters:	max. +/- 5° C
Variation in temperature:	max. 1° C / hour (uniform warming)
Relative humidity:	max. 75% (non condensing)

For temperatures outside the stated temperature range, special action must be taken (not included in price). Any abrupt variation in temperature (e.g. drought) must be avoided during operation.

Assembly conditions:

Assembly must be carried out by WE experts without interference and interruption according to our assembly schedule. Two skilled employees are placed at our disposal during period of assembly. A qualified employee with authority to decide is named as contact person for our project manager.

In case of delays during assembly, which are beyond the responsibility of WE, Customer will bear any additional costs incurred. Same applies for interference through contractors. Costs are based on the charge rates of WE in force at the time of assembly.

Sufficient space is to be made available nearby for building site equipment and storage of construction material.

Unless mentioned in our quotation as a special position, lifting facilities resp. a truck-mounted crane with necessary lifting capacity and lifting height as well as a fork-lift-truck with operator for unloading, transport to installation site and safe assembly are made available or rented at Customer's expense.

Customer's preparation work must be effected in good time and scheduled with the assembly progress.

Costs for removing damages or soiling of system must be borne by Customer.
Electricity required for assembly will be made available free of charge by Customer.

Customer is responsible for sufficient lighting of building site.

General Terms and Conditions of Sale

I. Scope

1. All deliveries of goods and provisions of services shall be governed exclusively by the Terms and Conditions of Sale of the Supplier. Purchaser's general terms and conditions of business shall not apply, even if the Supplier does not expressly contradict them hereafter.

II. Offer, volume of delivery

1. Our offers shall be subject to confirmation.
2. Provided that nothing to the contrary is agreed upon, the written order confirmation of the Supplier shall be authoritative for the delivery volume. Any collateral agreements and alterations shall require the written confirmation of the Supplier.
3. The Supplier shall reserve unlimited copyright and property rights for the exploitation of cost estimates, drawings and other documents; these may not be made accessible to third parties. If the order is not placed, drawings and other documents that pertain to offers shall be returned to the Supplier immediately upon request.

III. Price and payment

1. The prices shall be stated ex works excluding packaging. The prevailing level of statutory value-added tax must be added to the prices.
2. Provided that nothing to the contrary is agreed upon, payments must be made within 14 days of delivery from payment office of the Supplier.
3. The Purchaser can only offset such receivables if they are undisputed or established with legal force insofar as these claims are not based on the same contractual relationship.

IV. Delivery period, default in delivery

1. Compliance with the agreed delivery period shall require the timely production of all documents, authorizations and approvals to be provided by the Purchaser and the fulfilment of other obligations by the Purchaser. If this is not the case, the period shall be extended as appropriate, unless the Supplier is responsible for the delay.
2. The delivery period shall be deemed to be complied with if the delivery item has left the works before its expiry or if notification has been given of its readiness for dispatch.
3. If non-compliance with the delivery period is attributable to force majeure, labour disputes or other occurrences that are outside the control of the Supplier, the delivery period shall be extended as appropriate. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.
4. If the Supplier falls behind schedule, the Purchaser can rescind the contract only if the Supplier is responsible for the delay and the Supplier has allowed the period granted to him to expire without results.
5. If requested by the Supplier, the Purchaser shall be obliged within a reasonable period to explain whether they are rescinding the contract because of the delay in delivery and/or demanding compensation instead of performance, or whether they are insisting on the delivery.
6. Further claims due to delays shall be governed exclusively by Item VII.

V. Passing of risk, forwarding

1. The risk shall be passed to the Purchaser when the items for delivery are sent, even if the goods are delivered as partial consignments or if the Supplier has also taken on other performances, e.g. forwarding charges or transport.
2. If the forwarding is delayed as a result of circumstances for which the Purchaser is responsible, the risk shall be passed to the Purchaser from the day of the goods' readiness for shipment.
3. If requested by the Purchaser, the consignment shall be insured at their own cost and in accordance with their information by the Supplier.

VI. Rights in the event of defects

1. The Purchaser must provide written notification of defects in delivery or performance immediately after their discovery.

or:

1. The Purchaser must examine the deliveries and performances immediately upon receipt to establish whether defects are present. If defects are established, written notification of these must be provided immediately, no later than 10 days after the risk has been passed. Notification of hidden defects must be provided in writing immediately, no later than 10 days after their discovery.
2. Defective parts of the delivery or performance shall, according to the choice of the Supplier, be improved or newly delivered or rendered.
3. The Purchaser must provide the Supplier with the time and opportunity that is necessary for them to carry out all of the improvements and replacement deliveries that are deemed necessary by the Supplier. Otherwise the Supplier shall be exempted from liability for any resulting consequences. Only in urgent cases of danger to operational safety or protection against disproportionately substantial damages, in which cases the Supplier must be informed immediately, shall the Purchaser have the right to rectify the defect himself or have it rectified by third parties and to demand the replacement of the necessary expenses by the Supplier.
4. If the improvement or replacement delivery has proved to be abortive, or if the Supplier has allowed a reasonable period granted to him for carrying out improvements or replacement deliveries to expire without results, the Purchaser, irrespective of any compensation claims in accordance with Item VII, shall have the right to reduce the contractual price or rescind the contract within the scope of the legal stipulations. In the case of insignificant defects, however, the Purchaser shall merely have the right to reduce the contractual price.
5. There shall be no claims based on defects in the case of unsuitable or improper use, faulty assembly and/or putting into operation by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable means of operation, chemical, electrochemical or electrical influences and non-reproducible software errors, provided that these were not caused by the Supplier.
6. If alterations or repairs are carried out improperly by the Purchaser or third parties, there shall also be no warranty claims based on defects for these and the consequences that result from them.
The exemption from liability shall also apply if the defect is attributable to material delivered by the Purchaser.
7. Claims based on defects become statute-barred after 12 months. In cases of loss of life, injury or damage to health, an intentional or grossly negligent dereliction of duty of the Supplier and the deceitful concealment of a defect, the statutory periods shall apply. The statutory periods shall also apply to recourse claims (§ 479, Subsection 1, Civil Code (BGB)), to defects in a building and/or to delivered items that were used in accordance with their usual manner of use for a building and caused its defectiveness (§§ 438, Subsection 1, Item 2 and 634a Subsection 1, Item 2, Civil Code (BGB)).

VII. Liability

1. Liability shall be excluded for all damage that did not occur to the delivered item itself, irrespective of the legal grounds.
2. The exemption from liability shall not, however, apply to cases of intent or gross negligence, the negligent violation of life, body or health, defects that were concealed with intent to deceive, the giving of a guarantee or the assumption of a procurement risk, the violation of essential contractual obligations or defects in the delivered items, if the Product Liability Act (*ProdHaftG*) stipulates that there is liability for persons or damage to privately used items.

3. If essential contractual obligations are violated negligently, compensation claims in cases of slight negligence shall be restricted to damage that is typical of such contracts and can reasonably be foreseen.
4. If accessory contractual obligations, such as obligations to inform and advise, are violated, Items VI and VII shall apply correspondingly.
5. If the Purchaser is entitled to make claims in accordance with Item VII, these shall become statute-barred in accordance with Item VI, No. 7.

VIII. Reservation of title

1. The Supplier shall retain the ownership of the delivered items until all of his claims vis-à-vis the Purchaser that arise from this commercial relationship are satisfied. If the value of all of the security interests to which the Supplier is entitled exceeds the amount of all of the secured claims by more than 20%, the Supplier shall release a corresponding proportion of the security interests if requested by the Purchaser.
2. The Supplier shall be entitled to insure the delivered items against theft, breakage, damage by fire, damage by water and other damage at the cost of the Purchaser, provided that the Purchaser himself has not demonstrably contracted these insurance policies.
3. The Purchaser may neither sell nor pledge the delivered items, nor may they assign them as security. In the case of seizures, confiscation or other dispositions by third parties, Purchaser must notify the Supplier immediately.
4. If the Purchaser breaches the contract, particularly in respect of delays or default in payment, the Supplier shall, after sending a reminder, be entitled to take back the delivered items and the Purchaser shall be obliged to hand them over.
5. On grounds of reservation of title, the Supplier can demand the return of the delivered items only if they have rescinded the contract.
6. The application of a motion to insolvency proceedings shall entitle the Supplier to rescind the contract and demand the immediate return of the delivered items.

IX. Place of jurisdiction, applicable law

1. In all disputes that arise from this contractual relationship, the action must be brought at the court that has jurisdiction over the Supplier. The Supplier shall also have the right to bring an action at the Purchaser's principal place of business.
2. German law shall apply with the exception of international private law and the UN Sales Convention on the International Sale of Goods (CISG).