

SKE Engineering GmbH - General terms and conditions

1. Scope

For all business relations between SKE Engineering Ltd. (hereinafter referred to as: SKE) and FULL CLIENT NAME (hereinafter referred to as: client), the following defined General Terms and Conditions (hereinafter referred to as: GTC) shall apply.

These GTC shall also apply to all future business relations with the client, even if they are not expressly agreed again. The version valid at the time of the conclusion of the contract shall be decisive in each case.

Contracts for deliveries and services by SKE are concluded exclusively in accordance with these General Terms and Conditions.

Deviating, conflicting or supplementary contractual conditions - in particular business or delivery conditions of the client - shall not become part of the contract unless SKE has expressly agreed to their application in writing.

2. Performance & Prices

Prices are net prices and are stated in GBP. Should price increases occur between the conclusion of the contract and delivery, which must be paid to the upstream supplier, a corresponding price adjustment must be borne by the buyer.

Not included in the prices are the shipping costs (see point 7) as well as all additional services and any special requests. The shipping costs are always shown separately. Any increase in charges or costs (e.g. freight, storage costs, etc.) after conclusion of the contract, whether included in the price or shown separately, shall be borne by the buyer; this also applies to charges and costs arising subsequently.

3. Conclusion of contract / offer

SKE's offers and price quotations are always non-binding and subject to change, unless their binding nature has been expressly agreed.

Sales, orders and contracts are only concluded with the written (order) confirmation of SKE.

The client submits a binding offer with his order.

For orders via e-mail, the client receives an order confirmation. This is a binding order confirmation.

Changes to the order by the client after conclusion of the contract require the consent of SKE.

The client shall bear all additional costs incurred by SKE due to subsequent changes to the order by the client.

SKE shall not be liable for compliance with the original delivery times in the event of subsequent changes by the client.

SKE is entitled to refuse the execution of the order - for example after checking the creditworthiness of the client.

Objections due to any deviations in the content of an order confirmation from the order must be raised within 2 working days of receipt of the order confirmation, otherwise the content of the order confirmation shall be deemed agreed.

Information contained in catalogues, brochures, product descriptions, etc. shall only be binding if reference is made to this information in SKE's order confirmation. Illustrations, quantity, dimension and design details, appearance, prices and conditions in brochures, catalogues and the like are only exemplary.

4. Retention of title

The contractual items shall remain the property of SKE until full payment of the invoice amount including all ancillary claims (interest, collection costs). In the case of current invoices, the reserved property shall be regarded as security for the balance claim of SKE. Pledging, transfer by way of security or other encumbrance of the reserved goods is not permitted for the duration of SKE's right of ownership. Access by third parties to the reserved property must be reported immediately.

The client shall assign to SKE in advance any insurance claims or claims for damages arising from the destruction of or damage to the goods subject to retention of title or undertakes to ensure that these claims are properly assigned.

SKE is entitled to demand the immediate surrender of the delivered but not yet fully paid goods if the client does not meet his payment obligations towards SKE punctually and in full or if bankruptcy or composition proceedings are applied for or opened against the client's assets, if the client stops his payments or approaches his creditors because of the conclusion of an out-of-court settlement. The assertion of the reservation of title shall not be considered as a withdrawal from the contract, which is why the client shall in any case remain obliged to pay the purchase price. SKE's claim for damages for non-performance shall remain in force in any case.

5. Payment

SKE invoices the deliveries and services on the day of the (also partial) delivery or if the goods are stored for the client or kept ready for him on call. Invoicing is done in GBP. The invoice price may differ from the order price if subsequent changes are made by the client after the order has been placed (see point 3).

Unless other bank details are stated on the invoice, payments are to be made to the following account:

Creditor:	SKE Engineering Ltd
Bank name:	Santander UK plc.
IBAN:	GB71 ABBY 0902 2210 9958 15
SWIFT CODE/BIC:	ABBYGB2LXXX
Account Number:	10995815
Sort Code:	09-02-22

In case of telebanking transfers the "invoice number" must be indicated in the field "client data".

Offsetting against claims of SKE with counterclaims of any kind whatsoever is excluded.

The client is not entitled to withhold payments.

Justified complaints do not entitle the client to withhold the entire invoice amount, but only an appropriate part of it.

6. Late payment

In the event of default in payment, the client shall pay default interest in the amount of 8% above the base interest rate.

In the event of default, the client undertakes to bear all costs and expenses associated with the collection of the claim or other costs necessary for an appropriate prosecution. In case of involvement of a collection agency, the client shall be obliged to reimburse SKE for the resulting costs, as far as these do not exceed the maximum rates of remuneration due to collection agencies according to the regulation of the BMWA (Federal Ministry of Economics and Labour). SKE shall also be entitled to charge the client a lump sum of GBP 100.00 as compensation for any collection costs, irrespective of damage and fault, as well as an amount of GBP 50.00 per half year for keeping records of the debt relationship in the dunning process.

This does not exclude the assertion of further damage caused by delay - in particular the damage caused by the fact that as a result of non-payment correspondingly higher interest accrues on any credit accounts of SKE.

In the event of default in payment or a significant deterioration in the financial circumstances of the client, SKE is entitled to demand immediate payment of all invoices, including those not yet due, to demand partial payments for the costs already incurred, to make further work on current orders dependent on partial payments to be made in advance and the settlement of all outstanding invoice amounts. Furthermore, SKE is entitled to retain the goods that have not yet been delivered until all outstanding down

payments, partial payments and invoice amounts have been paid in full and, in the event of non-payment of the proportional payments, to discontinue further work on orders that are still in progress. SKE is also entitled to these rights if the client does not make any payment despite a reminder justifying default.

If the client concludes the contract on behalf of a third party, he shall be liable as guarantor for the collectability of the claim against this third party. SKE may demand payment of the outstanding debt from the client only after unsuccessful reminder of the third party.

In the case of invoicing to third parties, the client shall be jointly and severally liable for payment of the invoice amount alongside the invoice recipient.

7. Shipping

SKE delivers to the address agreed with the client.

The client has the option of collecting the goods from SKE himself or through a transport company commissioned by the client, or the client entrusts SKE with the dispatch of the goods and bears the transport costs incurred.

SKE is entitled to deliver orders in partial deliveries. In the case of partial deliveries, partial invoices are also permissible.

The delivery times stated by SKE in the order confirmation are in principle only approximate dates and do not include the promise of a fixed date; fixed dates must be agreed separately in writing.

Deliveries are made ex SKE warehouse for the account and at the risk of the client, unless otherwise agreed. Transport insurance will only be taken out at the express request and expense of the client. The risk of loss of or damage to the goods is transferred to the client when the goods are handed over to the client or to the person carrying out the transport or at the time when the goods have left SKE's warehouse for the purpose of dispatch. The handover shall be deemed to have taken place if the client is in default of acceptance.

8. Delayed delivery

In the event of a delay in delivery, the Client must set a reasonable period of grace of at least one week - based on the respective order. After fruitless expiry of the period of grace, the Client may withdraw from the contract by setting a new reasonable period of grace of at least one week. The withdrawal shall be asserted by means of a registered letter.

The right to withdraw from the contract always relates only to the part of the delivery or service in respect of which there is a delay.

If the client withdraws from the contract as a result of a delay in delivery, the contract shall be cancelled step by step.

The client has to accept minor overruns of the agreed delivery periods or delivery dates without being entitled to a right of withdrawal or a claim for damages.

In the event of force majeure or other unforeseeable, extraordinary circumstances for which SKE is not responsible (e.g., operational disruptions, strike, lockout, lack of means of transport, official interventions, energy supply difficulties, etc.) - even if they occur at suppliers or subclients - SKE shall be released from the obligation to deliver for the duration of the disruption. If the delivery or service becomes impossible or unreasonable due to the circumstances mentioned, SKE shall be released from the obligation to perform. If the delay in performance lasts longer than 5 weeks, the client is entitled to withdraw from the contract. If the delivery time is extended or if SKE is released from its obligation to perform, the client cannot derive any claims for damages from this. SKE can only refer to the circumstances mentioned if it informs the client of this without delay.

9. Default of acceptance

The client is obliged to accept the goods sent according to the contract or made available for collection without delay.

If the client is in default of acceptance, SKE is entitled to store the goods for a period of one week at the risk and expense of the client himself or with a forwarding agent. After expiry of this period or setting of a further reasonable period of grace, SKE is entitled to withdraw from the contract and to dispose of the goods elsewhere.

10. Limitation of liability

Claims for damages by the client are excluded, unless the damage was caused by intentional or grossly negligent action. In the event of slight negligence, SKE shall only be liable for any personal injury.

SKE shall only be liable for foreseeable damage typical of the contract. Moreover, SKE's liability per case of damage is limited to the amount of the order value. Liability for loss of profit is excluded.

In the event of liability, only monetary compensation can be claimed.

Claims for damages must be asserted in court within six months of knowledge of the damage and the damaging party, otherwise they will be forfeited. After one year from delivery or service provision by SKE, the burden of proof lies with the client.

The subject matter of the contract offers only that level of safety which can be expected, taking into account the material-specific properties.

The limitations of liability also apply to pre-contractual obligations, i.e. even if no contract is concluded.

11. Final provisions

British law shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

For all legal disputes arising from the contractual relationship which is subject to these General Terms and Conditions, including those concerning the existence or non-existence of the contractual relationship, (a) for actions brought by SKE, at the discretion of SKE, the relevant court at the registered office of SKE or at the general place of jurisdiction of the client, (b) for actions brought against SKE, the relevant court at the registered office of SKE shall have exclusive jurisdiction.

The contractual language is English.

All order agreements, amendments or supplements to the contract and these GTC must be in writing in order to be valid. This also applies to the waiver of the written form requirement. Verbal agreements, e.g., by field staff, must be confirmed in writing.

Should individual provisions of the contract including these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that comes as close as possible to the wholly or partially invalid provision in terms of content and purpose.