

---

**General terms of delivery and payment - LIBA Lingener Baumaschinen GmbH & Co. KG****1. General**

These general terms and conditions apply exclusively to the deliveries made by us on the basis of contractual agreements. They apply in particular to expansion, additional and supplementary orders of the order placed. Different conditions do not apply.

**2 offers**

Offers from LIBA Lingener Baumaschinen GmbH & Co. KG are non-binding.

The customer is bound to his order for 6 weeks. The contract is considered concluded when LIBA Lingener Baumaschinen GmbH & Co. KG confirms the order in writing within this period.

The customer must accept changes in the design of the purchased goods if the manufacturer has made a change in the meantime, unless the device is then unsuitable for the customer's intended use. In this case he is entitled to withdraw from the contract. Further claims by the customer against LIBA Lingener Baumaschinen GmbH & Co. KG are excluded.

**3. Prices and Payments**

All prices are for deliveries and services from the headquarters of LIBA Lingener Baumaschinen GmbH & Co. KG. The applicable statutory value added tax must be added to the agreed price. If the goods are sent to a location other than the headquarters of LIBA Lingener Baumaschinen GmbH & Co. KG at the customer's request, the respective costs for postage, freight, packaging, etc. must also be paid by the customer.

Check / bill of exchange payments are only permitted with prior agreement. LIBA Lingener Baumaschinen GmbH & Co. KG will accept the goods on account of performance, not in lieu of performance.

If the customer defaults on payment, LIBA Lingener Baumaschinen GmbH & Co. KG is entitled to statutory interest. The default occurs automatically, regardless of a reminder, if the customer does not make payment within 30 days of the due date and receipt of the invoice or equivalent payment schedule.

Offsetting against the purchase price claim is only permitted if the counterclaim has been legally established, recognized or undisputed. In addition, the customer is only entitled to a right of retention if the reason for the right of retention is based on the same contractual relationship.

**4. Delivery times**

The delivery times stated in the contract are only approximate, unless they have been expressly agreed as fixed delivery times.

Part deliveries are permitted.

If we are responsible for non-compliance with binding deadlines and dates or if we are in default, the buyer / customer is entitled to compensation for default in the amount of 0.5% for each completed week of delay, but no more than 5% of the invoice value of the deliveries and services affected by the delay. Any further claims are excluded, unless the delay is based on at least one gross negligence on the part of the seller.

**Address:**

Diekstr. 59, 49809 Lingen, Germany  
Tel: 0591-76314, Fax: 0591-76547  
Info@Lingener-Baumaschinen.de  
www.Lingener-Baumaschinen.de

**Bank:**

Oldenburgische Landesbank Lingen  
(BLZ 26620010) Account: 604 26699 00  
BIC: OLBODEH2 XXX  
IBAN: DE24 2802 0050 6042 6699 00

**Legal forms:**

Limited partnership  
GmbH, AG Osnabrück  
HRA 100224  
HRB 100012

**Managing Director:**

Thorsten Schrader  
St. No.: 61/200/19883  
VAT ID no.: DE154279934

Unforeseen, unavoidable events for which we are not responsible (e.g. force majeure, strikes and lockouts, operational disruptions, difficulties in material and energy procurement, transport delays, shortage of workers, measures by authorities, as well as difficulties in obtaining permits, especially import and export licenses) extend the delivery period by the duration of the disruption and its effects. This also applies if the obstacles occur at our sub-supplier or during an existing delay. If the hindrance is not only of a temporary nature, both contracting parties are entitled to withdraw from the contract. Claims for damages are excluded in these cases.

#### **4. a) Return of spare parts deliveries**

For returned spare parts, 15% processing and storage costs will be charged. Special orders cannot be exchanged

#### **5. Transfer of risk**

The customer bears the risk of transport if the object of purchase is to be sent to a location other than the headquarters of LIBA Lingener Baumaschinen, GmbH & Co. KG.

#### **6th Retention of title**

The goods remain the property of LIBA Lingener Baumaschinen GmbH & Co. KG until all claims that LIBA Lingener Baumaschinen GmbH & Co. KG has against the customer from the business relationship have been paid.

If the customer continues to process the subject of the contract, he agrees that the processing will always be carried out for LIBA Lingener Baumaschinen GmbH & Co. KG. This acquires ownership of the subject of the contract to be processed.

The customer is entitled to resell the object of purchase in the normal course of business. In the event of a resale, the customer hereby assigns the claim to which he is entitled to his customer to LIBA Lingener Baumaschinen GmbH & Co. KG. The customer remains entitled to collect this claim as long as he is not in arrears with LIBA Lingener Baumaschinen GmbH & Co. KG. If this is the case, LIBA Lingener Baumaschinen GmbH & Co. KG is entitled to revoke the resale and collection authorization for the subject of the contract in writing. In this case, the customer is obliged to provide LIBA Lingener Baumaschinen GmbH & Co. KG with all information, documentation and other documents that indicate against which customer LIBA Lingener Baumaschinen GmbH & Co.

When the purchase item is combined and mixed, LIBA Lingener Baumaschinen GmbH & Co. KG becomes jointly owned, unless one item is to be regarded as the main item. Insofar as the latter is the case, the customer hereby declares that he or she agrees to secure ownership in favor of LIBA Lingener Baumaschinen GmbH & Co. KG in relation to the main item arrange.

The transfer by way of security and the assignment by way of security apply in each case to the amount of the claim by LIBA Lingener Baumaschinen GmbH & Co. KG against the customer. If the subject of purchase agreed under reservation is resold together with other goods, the above provisions apply accordingly. If the securities to which LIBA Lingener Baumaschinen GmbH & Co. KG is entitled under the above provisions exceed the claim to be secured by more than 20%, LIBA Lingener Baumaschinen GmbH & Co. KG is obliged to release the excess securities at the customer's request.

## 7. Warranty Period

Obvious defects, transport damage, shortages or incorrect deliveries must be reported to us immediately, at the latest within 5 working days after receipt of the goods. Complaints due to hidden defects are to be reported to us immediately after they have been discovered, with any processing and handling being stopped immediately; but no later than within one month of receipt of the goods. In the event of a timely and justified complaint, the buyer is only entitled to rectification. If the improvement fails or if it is unreasonable, the customer can request a reduction in the remuneration (change) or cancellation of the contract (withdrawal). If the defect is not significant, he is only entitled to a reduction in price. The warranty period is 1 year.

## 8. Liability

Claims for damages - of whatever kind - against us are excluded if we, our legal representatives or vicarious agents have caused the damage through simple negligence. This exclusion of liability does not apply in the event of physical injury, the assumption of a contractual guarantee, or a breach of essential contractual obligations that endangers the fulfillment of the purpose of the contract. However, our liability is limited to the foreseeable damage that is typical for the contract. Claims under the Product Liability Act remain unaffected.

With the exception of claims arising from liability for defects under the Product Liability Act and for injury to life, limb or health, claims for damages become statute-barred one year after the customer has become aware of the damage and its obligation to pay compensation or should have become aware of it without gross negligence.

## 9. Place of jurisdiction - place of performance - choice of law

As far as legally permissible, the registered office of LIBA Lingener Baumaschinen GmbH & Co. KG is agreed as the place of performance.

As far as legally permissible, the place of jurisdiction for the registered office of LIBA Lingener Baumaschinen GmbH & Co. KG is agreed locally and materially. German law applies exclusively.

## 10. Severability Clause

Should one of the aforementioned provisions be ineffective, this should not affect the effectiveness of the remaining provisions, in particular not the effectiveness of the contract as a total of.

### Address:

Diekstr. 59, 49809 Lingen, Germany  
Tel: 0591-76314, Fax: 0591-76547  
Info@Lingener-Baumaschinen.de  
www.Lingener-Baumaschinen.de

### Bank:

Oldenburgische Landesbank Lingen  
(BLZ 26620010) Account: 604 26699 00  
BIC: OLBODEH2 XXX  
IBAN: DE24 2802 0050 6042 6699 00

### Legal forms:

Limited partnership  
GmbH, AG Osnabrück  
HRA 100224  
HRB 100012

### Managing Director:

Thorsten Schrader  
St. No.: 61/200/19883  
VAT ID no.: DE154279934