

General Terms and Conditions



I. The current version of the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry, published by the German Electrical and Electronic Manufacturers' Association (ZVEI), Stresemannallee 19, 80596 Frankfurt a.M., Germany shall apply.

II. The above terms and conditions shall apply to contracts closed after 01.02.2002 with the following provision:

1. In Clause IV. para. 4., the restriction of the claims for compensation is excluded if the legal representative or assistant of the Supplier is responsible of wilful misconduct or gross negligence. This applies accordingly to Clause X. para. 1 and XI: in the cases described.
2. Clause VI. para. 6.: On request of the Supplier, self-contained sections of the performance due must be accepted separately.
3. Clause VII: A minor defect particularly applies if the function of the performance due is essentially present.
4. Clause VIII. The warranty period as per para. 1 shall be 12 months from the day of the transfer of risk.
5. Para. 2 shall not apply.
6. Para. 5 shall be modified as follows: If an adequate extension granted to the Supplier expires without the defect being remedied, the Purchaser shall have the right to demand cancellation of the contract or a reduction of the purchase price. The same applies if a remedy has been unsuccessful on two occasions.

III. If the object of the contract of delivery includes the supply of software, the following license agreement applies:

1. The Purchaser may only use the supplied software as well as all associated documentation and information within the scope defined as follows.
2. All rights to the supplied software, particularly claims of copyright, are fully reserved to the Supplier.
3. The utilisation of the supplied software covers one workstation unless otherwise expressly agreed. The license authorises the production of one backup copy of the original data carrier and the right to copy the data carrier to the hard disk for backup purposes. Further copying and/or utilisation with a data network or on several workstations is not permitted.
4. The Purchaser is not authorised to modify, edit, sell, hire out or otherwise transfer use of the supplied software to third parties. Third parties also include companies in which the Purchaser has a direct or indirect interest.
5. The Supplier shall ensure that the supplied software is usable in accordance with the valid program description issued by the Supplier when the software was supplied to the Purchaser. Specific features are not assured, no guarantee is accepted. Any minor reduction in usability is excluded. If the supplied software contains a defect, on return of the software the Supplier shall supply a new software package with the same content. If the Supplier is not able to ensure usability by reasonable means and within a reasonable period, the Purchaser shall have the right to demand cancellation of the contract or a reduction of the purchase price. Right of utilisation of the software is cancelled when the supplied software is returned. Copies must be deleted immediately.
6. Claims for compensation of any kind shall be excluded unless the Supplier, the legal representative or the executive of the Supplier are responsible of wilful misconduct or gross negligence