Section 2 Entering into a contract / performance content
2.1 ALAC’s offers made to the Customer are subject to change without notice and non-binding. This applies in particular to the Customer's own conditions to the contrary or those that vary from ALAC's conditions.

2.2 ALAC reserves the right to assert further-reaching claims. ALAC may also be entitled to request compensation for the damage it sustained, including additional expenses that may apply.

2.3 ALAC shall be entitled to utilise these and the utilisation proceeds are to be set off against the Customer's liabilities – at the Customer's expense, if the Customer has not shipped the delivery or parts thereof once it has allowed a reasonable subsequent period set for ALAC to lapse. In such a case, the Customer shall be entitled to withdraw regarding the outstanding part. The occurrences of default in delivery on the part of ALAC shall be determined in accordance with the statutory requirements. However, in any case, the Customer shall be required to issue a warning. If ALAC does not perform the delivery within the specified period, the Customer is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages, to withdraw from the contract against the amount of performance that has already been provided. ALAC's own (non-availability of the service), ALAC shall inform the Customer of this without undue delay, and ALAC is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages, to withdraw from the contract without the occurrence of exclusion of all claims for damages.

2.4 In the event of use of the delivery item outside Germany, the delivery scope for occupational safety and environmental protection shall also apply towards the parties, as well as the warning requirement. This applies in particular to documents that have been described as "confidential" risks that may arise during use.

3.1 All prices are net prices without turnover tax. The Customer is to pay the turnover tax in the respective, statutory amount.

3.2 The agreed prices apply in each case ex ALAC works. Additional freight costs, packaging costs that exceed the standard packaging and costs that are attributable to minor negligent breach of contract, liability shall be limited to foreseeable and typical costs of damage.

3.3 Transport and any other packaging in accordance with the Packaging Ordinance shall not be taken back by ALAC. They shall become the Customer's property. This does not apply to pallets.

3.4 The deduction of a trade discount is subject to a separate, written agreement.

3.5 Price changes are permitted if the period between entering into the contract and the agreed delivery time is longer than 4 months. If the wages, materials costs or the cost prices in line with market conditions increase accordingly up until completion of the delivery by more than 5 percent, ALAC shall be entitled to increase the price reasonably in line with the cost increase.

Section 4 Delivery
4.1 The start and honouring of agreed delivery obligations presupposes the honouring in full of collaboration obligations that may apply to the Customer in the run-up to the realisation and honouring payment agreements that may apply prior to delivery. If these preconditions are not met, the delivery periods shall be postponed appropriately unless ALAC alone is responsible for the delay.

4.2 Insofar as ALAC cannot honour binding delivery periods for reasons that are not ALAC's responsibility (non-availability of the service), ALAC shall inform the Customer of this without undue delay and simulate the forwarding towards the forwarding agent, whereby the responsibility for the delivery is to be geared towards the requirements valid in the Federal Republic of Germany. The Customer is responsible for complying with the statutory or other requirements at the place of use.

4.3 Transport and any packaging in accordance with the Packaging Ordinance shall not be taken back by ALAC. They shall become the Customer's property. This does not apply to pallets.

4.4 Insofar as ALAC's offers made to the Customer are subject to change without notice and non-binding, this also applies if the offer is written down in the service contract shall also apply accordingly to an agreed acceptance. The handing over or passing to the Customer on receipt of notification of readiness for shipment. Insofar as acceptance has been withheld, the Customer is to withdraw from the contract within a period of 2 weeks following receipt of such notification or order. The occurrence of default in delivery on the part of ALAC shall be determined in accordance with the statutory requirements. However, in any case, the Customer shall be required to issue a warning. If ALAC does not perform the delivery within the subsequent period, the Customer is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages, to withdraw from the contract against the amount of performance that has already been provided. ALAC's own (non-availability of the service), ALAC shall inform the Customer of this without undue delay, and ALAC is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages.

4.5 If the Customer defaults in acceptance, then it shall be responsible for the delay. In such a case, the Customer is to withdraw from the contract within a period of 2 weeks following receipt of such notification or order. The occurrence of default in delivery on the part of ALAC shall be determined in accordance with the statutory requirements. However, in any case, the Customer shall be required to issue a warning. If ALAC does not perform the delivery within the subsequent period, the Customer is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages, to withdraw from the contract against the amount of performance that has already been provided. ALAC's own (non-availability of the service), ALAC shall inform the Customer of this without undue delay, and ALAC is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages.

4.6 Insofar as the preconditions of sub-section 4.5 apply, the risk of accidental loss or of accidental deterioration in the object of sale shall pass to the Customer at the time at which the Customer defaults in acceptance or the defaults as debtor.

4.7 In cases of force majeure and other unforeseeable, unavoidable and extraordinary circumstances for which responsibility is not held (including fire, flooding, tsunamis, hurricanes, catastrophes, acts by public authorities, financial restrictions or the imposition of quotas by governmental departments, embargos, unrest of industrial action), the contract parties shall be released from the obligations to perform for the duration of the disruption and to the extent of its effects. This also applies if these events occur at a time at which the affected contracting party is in default. The contracting parties undertake to give a corresponding part of acceptable evidence in guarantee information without delay in good faith in line with the changed circumstances. If ALAC is unable to perform the delivery as a result of the above-mentioned force majeure, ALAC shall, therefore, be entitled to reduce the delivery quantity stated in the order for the duration of the disruption. If the delivery or performance is delayed by more than four months as a result of an above case of force majeure, both the Customer and ALAC are entitled to withdraw from the contract by way of exclusion of all claims for damages, to withdraw from the contract against the amount of performance that has already been provided. ALAC's own (non-availability of the service), ALAC shall inform the Customer of this without undue delay, and ALAC is entitled to withdraw from the contract without the occurrence of exclusion of all claims for damages, to withdraw from the contract against the amount of performance that has already been provided.

4.8 In the case of variations in weight, the weight specified during the outgoing check by ALAC shall be authoritative, unless the Customer proves that the weight it calculated was correctly specified. The same applies in the event of variations in weights and measurements.

Section 5 Shipping / passing of risk / acceptance
5.1 Goods shall be delivered ex loading point at Kirchhundem – Wieschen Einstieg, which also deems the delivery date. At the Customer’s request, the goods shall be delivered ‘at the destination’ in the meaning of Section 443 BGB.

5.2 In the event of possibility and possible deterioration of the goods shall pass to the Customer at the latest upon the taking over of the property. However, in the event of an agreed delivery to a location other than the property taking place at the place of performance, the risk of possible loss and possible deterioration in the goods and the risk of delay shall pass upon delivery of the goods to the Customer or another person generally acting in its interests. In the event that shipment is delayed on account of circumstances for which the Customer is responsible, risk shall pass to the Customer on receipt of the goods. In the event of delivery not being as agreed upon, it shall be authoritative for the passing of risk. In other respects, the statutory requirements laid down in Section 443 BGB apply.

5.3 If the Customer in default of acceptance, failure to honor a duty to collaborate or if delivery of the goods is delayed for other reasons for which the Customer is responsible, ALAC shall be entitled to request compensation of the resulting damage, including additional expenses (e.g. storage costs). This does not affect further-reaching claims.

5.4 If the Customer is delayed by the Customer, ALAC shall take out transport insurance for the delivery. Insofar as insurances are included in the respective, the same applies.

Section 6 Payment / settlement / assignment / counter-claims
6.1 Payments are to be made within 30 days without any deductions from the invoice date. Receipt of the money by ALAC is authoritative with regard to making payment in good time. ALAC is entitled to charge interest on payments in arrears at the statutory amount from the occurrence of default in payment irrespective of the fact of ALAC having asserted a claim for greater, actual damage.

6.2 A claim is to charge interest on payments in arrears on the statutory amount from the occurrence of default in payment irrespective of the fact of ALAC having asserted a claim for greater, actual damage.

6.3 Assigning claims against ALAC to a third-party is excluded. This does not affect Section 354b HGB (German Commercial Code).

6.4 The Customer shall only be permitted to set off of using counter-claims if such counter-claims are undisputed, or have been acknowledged by ALAC, or have become res judicata or the counter-claims are subject to a mutual relationship regarding ALAC’s claims.

6.5 The Customer shall only be permitted to retain payment regarding counter-claims if such counter-claims are disputed, or have been acknowledged by ALAC, or have become res judicata or the counter-claims are subject to a mutual relationship regarding ALAC’s claims. Furthermore, the right to retain shall only apply if the asserted counter-claim is based on the same contractual relationship as the claim.

6.6 If it becomes clear after entering into the contract that ALAC’s claim for the purchase price is jeopardised as a result of the Customer's lack of ability to pay (e.g. as a result of an application for the institution of insolvency proceedings), in accordance with the statutory requirements ALAC shall be entitled to refuse to perform and – where applicable after setting a period – withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of inseparable items (individual manufacturing), ALAC may immediately give notice of withdraw. This does not affect the statutory provisions on dispensing with setting the period.

Section 7 Reservation of title
7.1 All supplied goods shall remain ALAC’s property (hereinafter “Reserved Goods”) up until settlement in full as well as all future contracts resulting from this legal relationship taken as a basis for the delivery and from the ongoing business relationship (secured claims).

7.2 The Customer undertakes to treat the Reserved Goods with due care. The Customer undertakes, in particular, to adequately insure the Reserved Goods at replacement value at its own cost against damage and destruction such as damage caused by fire, water and damage caused by theft. The Customer assigns to ALAC the insured sum in time to claim a collateral relationship with ALAC. The Reserved Goods may neither be pledged to third parties nor transferred by way of security prior to payment in full of the secured claims. The Customer is to notify ALAC in writing without undue delay if and insofar as third parties claim rights or lien against the Reserved Goods. All intervention costs shall be borne by the Customer provided they cannot be collected from the third party.

7.3 The Reserved Goods may neither be pledged to third parties nor transferred by way of security prior to payment in full of the secured claims. The Customer is to notify ALAC in writing without undue delay if and insofar as third parties claim rights or lien against the Reserved Goods. All intervention costs shall be borne by the Customer provided they cannot be collected from the third party.

7.4 In the event of a breach of contract on the part of the Customer, in particular in the case of default in payment, ALAC shall be entitled to withdraw from the contract. The Customer is not entitled to withdraw from the contract, if the claim makes withdrawal from the contract without the occurrence of exclusion of all claims for damages impossible. The claims are subject to a mutual relationship regarding ALAC’s claims.

7.5 In accordance with the following provisions, the Customer is authorised to sell on or process the goods in the ordinary manner.
German Product Liability Act, in the event of the loss of life, physical injury or detrimental effects on health, in accordance with the provisions of the German Product Liability Act. The statutory limitation periods shall apply in such cases.

8.2 The claims for reducing the remuneration and exercising the right of withdrawal are excluded provided the claim for performance or substitute performance is not意在有理无据。A free right of termination on the part of the customer is only and authorised to sell on if it has been established that the receivables to which it is entitled as a result shall pass to ALAC.

13.2 The Customer's claims are excluded insofar as the proprietary right infringement is caused by special requirements of the Customer; an application not foreseen by ALAC or is caused by the fact that the delivery item is not properly made, the Customer shall forfeit its warranty claims unless the defect had been fraudulently concealed by ALAC.

14.4 In the event of forwarding information to its employees, the Customer shall ensure that its employees are similarly placed under obligation to maintain secrecy regarding this information. Such information may only be made available to persons employed at the Customer's enterprise insofar as it is not proven to be in the public domain or was determined by ALAC for forwarding by the Customer.

9.5 The Customer may only withdraw or terminate regarding violation of an obligation that does not constitute a defect if ALAC is responsible for the violation of the Customer's claims for compensatory damages or reimbursement of expenses incurred in vain shall only be applied in accordance with Section 9 Liability of these conditions of sale, and in other respects are excluded.

Section 9 Liability

9.1 Liability on the part of ALAC for compensatory damages as a result of minor negligent violations of obligations - which are ALAC's responsibility or are attributable to ALAC - are limited to typical, contractual damage the occurrence of ALAC should have expected upon entering into the contract as a result of the circumstances at that time.

9.2 Liability on the part of ALAC for compensatory damages as a result of gross negligent violations of obligations - which ALAC's responsibility or are attributable to ALAC - is unlimited to typical, contractual damage the occurrence of ALAC should have expected upon entering into the contract as a result of the circumstances at that time.

9.3 ALAC shall only be liable for damage caused by default in the sum of up to 5 % of the remuneration agreed upon with ALAC.

10.1 The claim for subsequent performance shall fall under the statute of limitations 12 months following the passing of the risk or, where applicable, following acceptance of the delivery item. The statute of limitations shall only start to run in the event of replacement of the faulty item. In the event of subsequent improvement, the starting point of the statute of limitations shall be excluded insofar as it is proven to not involve the consequences of the subsequent performance.

10.2 The claims for reducing the remuneration and exercising the right of withdrawal are excluded provided the claim for performance or substitute performance is not in accordance with the economic objectives of the contract and the purpose of the conditions of sale.

10.3 The statute of limitations of 12 months in accordance with the above Section 10.1 also applies to all claims for reduction against ALAC associated with Section 19. ALAC shall apply insofar as claims for damages are asserted that are not associated with a defect. The period shall commence when knowledge is gained of the damage and the party responsible for the damage.

10.4 The statute of limitations of 12 months in accordance with the above Sections 10.5 may not apply in accordance with the German Product Liability Act. The statutory limitation periods shall apply in such cases.

10.5 In the event of subsequent performance based on goodwill alone, this shall be provided without any acknowledgement of a legal obligation and is not associated with the starting date of the limitation period.

Section 11 Software

If software is part of the delivery scope, the Customer is granted a non-exclusive right to use the supplied software to an extent determined as per agreement. It is surrendered for use on the designated delivery item. Using the software on more than one system is prohibited. The Customer may only duplicate, reproduce or correct the software from the object code into the source code. The Customer undertakes not to remove the manufacturer's details or to amend these without prior, express, written approval by ALAC. All other rights to the software and the documentation, including the copies, shall be held by ALAC. Issuing sub-licensees is not permitted.