General Terms and Conditions

LIAG – LÄUFER International AG (Form 161)

Issue: 10/2026

1. Scope
1.1 These General Terms and Conditions apply to all deliveries of goods or works. In case of process- and product recovery system-deliveries and of installations, specific LIAG Conditions are supplemented (Form 162).
1.2 Any alterations to the terms and conditions, mentioned under 1.1 are only binding if accepted in writing.

2. Offer
2.1 Offers by the supplier are made without obligation.
2.2 Specifications and quotes in catalogues, brochures etc., are only binding if expressly referred to in the order confirmation.
2.3 The offer or project documentation must neither be reproduced nor disclosed to third parties without the supplier's consent. The documentation remains the supplier's property and must be returned to him upon request.

3. Acceptance
3.1 The sales contract does not come into force until the buyer has received the written order confirmation from the supplier, or the goods have been effectively delivered to the buyer.
3.2 Subsequent changes or amendments to the contract may be stipulated only in writing.

4. Prices
4.1 Prices are quoted ex supplier's works or warehouse, excluding packaging, dispatch and VAT. All expenses, duties and taxes related to the delivery are to the buyer's account.
4.2 If an order should differ from the offer, the supplier reserves the right to change prices accordingly.
4.3 Prices are based on the material and labour costs valid at the time of the first offer. Any changes to these costs prior to the date of delivery entitle the supplier to change prices accordingly.

5. Delivery and Dispatch
5.1 Unless expressly agreed otherwise, the customer/buyer (provided they are not a private end consumer) hereby assumes the obligation to take back and properly recycle the delivered transport, sales, or outer packaging (B2B packaging) at their own expense in accordance with the applicable statutory provisions of the German Packaging Act (VerpackG) and the EU Packaging and Packaging Waste Regulation (PPWR).
5.2 The customer/buyer shall fully indemnify and hold the supplier harmless from all statutory take-back obligations as well as any third-party claims related thereto.
5.3 We hereby confirm that the packaging materials used comply with the requirements of the EU Packaging and Packaging Waste Regulation (PPWR). Due to the delivery term **FCA Salem**, the respective declarations of conformity are available for you as an economic operator to download via the following link as of the time of commodity availability: www.ppwr-certificates.com
5.4 Delivery periods do not run before the date of the order confirmation, and are deemed to be fulfilled when the goods are dispatched from the supplier's factory or warehouse.
5.5 If not explicitly agreed otherwise, any governmental or other permits required for delivery in the buyer's country will delay, unless produced in time, delivery dates. They have to be obtained in the buyer's country by the buyer.
5.6 Terms and obligations of delivery are suspended as long as the buyer' payments are in arrear.
5.7 The supplier is entitled to carry out and invoice partial or preliminary shipments.
5.8 The agreed delivery periods are subject to force majeure, or unforeseen events or events beyond the control of the supplier, such as war, natural disasters, governmental interventions and bans, energy and raw material shortages, strikes, transport damages or delays. These events entitle the supplier to extend the time of delivery, also if they affect any of his sub-suppliers.
5.9 In case the delivery of the goods ready for dispatch is not possible or not desired by the buyer, the goods can be stored at the buyer's cost and risk. The delivery shall then be considered as performed.
5.10 Compensation for delays in delivery shall be payable only upon separate agreement, and shall be limited to an eventual penalty stipulated by the parties, even if delays are caused by the supplier's negligence.

6. Performance of Contract and Transfer of Risk
6.1 Standard Delivery Term: FCA Salem (Incoterm 2020)
6.2 Costs and all risks are transferred to the buyer at the time of dispatch of the goods from the supplier's factory or warehouse, in default of the agreed delivery terms. This also applies in case of installations at the buyer's premises and transport by the supplier.
6.3 If delivery is delayed by the buyer, transfer of costs and risk shall become effective when the goods are ready for dispatch.
6.4 All periods depending on the supplier's performance of contract run from the dates specified in this section, irrespective of any quality tests or trial runs.

7. Payment
7.1 Unless otherwise agreed in writing, components shall be paid within 30 days from the invoice date after delivery. Systems, 40% of the contract price shall be paid after receipt of the order confirmation, 50% at the time of delivery and the remaining 10% within 30 days after delivery. Unless otherwise agreed, all invoices of the supplier shall become due within 30 days from the date of invoice.
7.2 Partial invoices are due immediately upon receipt. This also applies to payments which have to be made for additional performances, beyond the initial terms of contract, regardless of the conditions of payment applicable to the main performance.
7.3 Payment shall be made without any deduction in the agreed currency to the supplier's bank. Cheques or bills of exchange shall be accepted on account only, and all connected expenses shall be charged to the buyer's account.
7.4 The buyer shall not be entitled to withhold or reduce any payments due because of warranty or compensation claims.
7.5 In case of delayed payment the supplier is entitled either
a) to postpone his own obligations until receipt of the payments due,
b) to fix a due date for all outstanding payments (cancellation of periods of payment)
c) to charge from maturity, interest at the current discount rate of Germany plus 5 per cent per year or

d) to rescind from the contract if the buyer fails to pay within a reasonable period of grace.
7.6 Until the buyer has fulfilled all financial obligations, the goods supplied shall remain the supplier’s property. The buyer shall be obliged to meet all legal requirements in order to safeguard the supplier's property or security interest. In case of attachment or other kinds of seizure the buyer shall evidence the supplier's title and notify the latter immediately.

8. Warranty
8.1 Unless otherwise agreed the warranty period shall be 24 months for components from the date of transfer of risk as stated in 6.1, regardless of the legal qualification of goods delivered or works performed.
8.2 Claims will be accepted only if the supplier is immediately notified of the defect in writing. They are restricted to the repair or replacement of the defective goods. All other costs are to be borne by the buyer.
8.3 Defects which are due to abuse, misapplication, failure to follow the instructions for use, warnings, safety or other regulations provided by the supplier, improper or prolonged storage or other mistakes on the part of the buyer, are excluded from the warranty. In case of products which have been produced at the order of or according to the buyer's instructions or formulae, warranty will only cover the proper production of the goods. Normal wear will not be covered under warranty.
8.4 Supplier's warranty obligations cease if any changes or repairs are caused by the buyer or a third person without supplier's prior written consent. The performance of a warranty obligation does not prolong the original warranty period.

9. Liability
9.1 The supplier's liability according to the Product Liability Act is excluded, if specific provisions regarding the handling of the products, instructions for their use and/or warning and safety regulations as specified by the supplier have not been observed.
9.2 Outside the scope of the Product Liability Act damages shall be compensated only if the supplier is held responsible for intent or gross negligence. In this case, however, claims are limited to personal injury and material damage resulting directly from a defect in the products. All other claims, such as consequential loss of property or profit are explicitely excluded. Claims must be made in writing within a period of six months from the date of occurrence of the damage, but not later than two years from the date of delivery, otherwise they are forfeited.
9.3 Buyer is liable to subject his customers to the limitations of liability contained in this paragraph.

10. Rescission of Contract
10.1 The buyer can rescind the contract if delivery is delayed more than 60 days because of gross negligence of the supplier and despite a reasonable period of grace granted in writing.
10.2 Apart from the case of delayed payment according to para 7.5 d) the supplier can rescind the contract if
a) delivery or performance becomes impossible for reasons attributable to the buyer, or is delayed beyond a reasonable period of grace established in writing;
b) the buyer's financial situation has worsened notably after ordering the products, and he is not prepared to pay in advance, nor to provide sufficient security.
Such rescission of contract shall also be permissible if only parts of the delivery or performance, which are still to be fulfilled, are affected.
10.3 In case that, due to events indicated in para 5.5, the agreed delivery times are delayed by more than one half of the period, but at least six months, either party shall be entitled to rescind the contract with respect to those parts of the delivery or performance which have still to be fulfilled.
10.4 If bankruptcy proceedings are instituted against either party's assets, or these proceedings are not instituted because of insufficient assets, the other party may rescind the contract with immediate effect.
10.5 In case of rescission of contract for other reasons than the one stated in 10.1 all performances or parts thereof which have already been fulfilled by supplier, shall be settled and paid according to the contractual provisions, notwithstanding supplier’s claims for damages. This also applies to deliveries and performances not yet accepted by the buyer as well as to any preparatory work undertaken by the supplier. Alternatively, supplier is entitled to claim the restitution of products already delivered. Any other consequences resulting from a rescission of contract are excluded.

11. Patent Rights, Copyright
11.1 In the event a product is produced according to the buyer's construction, drawings or specifications, the buyer has to keep the supplier harmless and indemnified for any infringement of patent rights of third parties.
11.2 All technical documents, in particular plans, drawings, technical descriptions, as well as catalogues, brochures, pictures or models etc. are the supplier's exclusive property and are subject to legal and statutory restrictions on copy, reproduction, competitive use etc. Para 2.3 also applies to such documents.

12. Data protection
The supplier's personal and company-related data transferred under the contractual relationship or become known otherwise are saved and processed electronically by LIAG for the intended purpose of the contract and for the fulfillment of the business purpose.

13. Place of Jurisdiction, Applicable Law
13.1 In case of controversies arising from the contract the venue of legal proceedings shall be the German tribunal at the supplier's registered place of business. The supplier shall, however, also be entitled to take action before a competent tribunal at the buyer’s place of business.
13.2 The parties may also agree to have controversies settled by arbitration.
13.3 The contract shall be construed and interpreted according to German law. It is mutually agreed that the UNCITRAL Agreement of the United Nations on the law of international sales of goods does not apply.

Amendment to the General Terms and Conditions Form 161 for Process - and Product Recovery Systems

LIAG – LÄUFER International AG (Supplement Form 162)

Issue: 03/2020

1. Scope

1.1 These Amendment Form 162 are special conditions that shall be applied to the delivery of process systems. Unless stipulated otherwise in these Conditions, the General Terms and Conditions of LIAG Form 161 shall apply.

2. Warranty, Maintenance, Modifications

2.1 For process- and product recovery systems not excluded from warranty, LIAG guarantees correspondence with the contractual specifications, provided that the system is installed properly and used under the conditions specified in the contract.

2.2 The warranty includes

- error diagnosis and
- error correction

during the duration of the warranty period. Unless stipulated otherwise, the warranty period for system is three months from the date of acceptance. The correction of errors, i.e. deviations from the valid specifications which impair the functioning of the system, is effected

- by LIAG through support and instructions for troubleshooting. If this is not possible, error correction implies
- delivery of additional system components or, redesigned system equipment. If this is not possible,
- troubleshooting (modification of system) at the buyer's place.

The preconditions for the correction of a system error are that the error impairs the functioning of the process; that the error is reproducable; that the buyer has installed the system, if any, offered to him free of charge during the warranty period; that the buyer provides all information and material necessary for error correction; and that LIAG has access to the hardware and software belonging to the system during normal working hours. The buyer agrees to support LIAG in error correction by providing a qualified expert whose qualifications meet the requirements of the system and who helps to remove the error.

2.3 LIAG does not warrant systems which has been modified by the buyer or by third parties without LIAG’s consent and knowledge, even if the error occurs in a part not modified. If during error analysis the conclusion is made that the error is not subject to warranty or that the error was not caused by the delivered system, the buyer is charged with all resulting costs.

2.4 LIAG does not guarantee that the system functionality meets all requirements of the buyer, that the system run with other processing components used by the buyer; that the system runs without interruptions or errors; or that all system errors can be corrected.

2.5 Should, during warranty period, the system be deficient in the way that it does not meet the specifications and should LIAG, in spite of sustained efforts, not be able to remove the error and should the buyer for this reason not be able to use the system, each party has the right to rescind the Contract with immediate effect and refund the received performances.

2.6 The presence of deficiencies in individual system parts does not entitle the buyer to rescind the contract also with respect to the complete process-and/or product recovery system.

2.7 The warranty excludes any other claim and the liability for any damage arising out of the use of the system.