

MSM Sales Conditions

The General Terms of Delivery (GTD*) of the „Zentralverband Elektrotechnik- und Elektroindustrie e.V.“ (ZVEI - Central Association for Electrical & Electronic Industry), state: June 2005, in connection with the Supplement Clause “Erweiterter Eigentumsvorbehalt” (Extended Reservation of Proprietary Rights) to III. of the above mentioned General Terms of Delivery, state: November 2005, as well as especially the following regulations as far as they deviate from the already mentioned General Terms of Delivery are valid for all contracts, deliveries and other services including consulting services, provided they had not been modified or excluded with the explicit approval of Messrs. Magnet-Schultz GmbH & Co. Fabrikations- und Vertriebs KG (from now on MSM).

I.4. of the GTD is supplemented by the following sentence:

„If the delivery of subsets had been stipulated, the buyer automatically gets into the default of acceptance unless he accepts the deliveries within six months after the originally scheduled dates. This is not valid when a longer acceptance time had been agreed upon explicitly.“

II.3. reads as follows – instead of the regulation of the GTD:

„We grant 2% cash discount if paid within 14 days on receipt of the invoice. All payment shall be settled free paying office of MSM.“

Instead of II.4. the following regulation is valid:

„The buyer is only entitled to an addition or application of a withholding right if the demand of the buyer is established indisputably, decisively or legally binding.“

II. of the GTD will be supplemented by 5. as follows:

„If there are permanent obligations and if the agreed delivery will be more than 4 months after the conclusion of the contract, we will be entitled to raise the prices because of the increased running cost. Should this result in a considerable price increase, the buyer is entitled to withdraw from the contract provided we do not agree to the buyer's written request for a delivery with the old prices.“

VIII. 2. is supplemented by the following sentence:

„This clause is also fully valid for actions taken by our legal representatives or auxiliary persons.“

VIII. is supplemented by the following figure 11. :

„If any repair of an item delivered by us had not been executed by us, MSM cannot be held liable for possible damages.“

X. 1. is supplemented by the following sentence:

„This clause is also fully valid for actions taken by our legal representatives or auxiliary persons.“

XI. 2. is supplemented by the following sentence:

„This clause is also fully valid for actions taken by our legal representatives or auxiliary persons.“

The GTD are supplemented by the following figures **XIV.**, **XV.**, **XVI.**, **XVII.** and **XVIII.**:

XIV. „MSM is entitled to process the received data about the buyer regarding the business relationship – it does not make any difference if these come from the buyer himself or from a third party – in compliance with the data protection law, provided the buyer does not contradict.“

XV. „Only the German version of these sales conditions is valid for the interpretation.“

XVI. „The customer is committed to properly dispose of the delivered goods after use at his own charge according to the legal regulations.“

XVII. „As far as MSM is regarded as manufacturer in the sense of the ElektroG (Electrical and Electronics Equipment Law) and if the delivered goods come under the scope of the ElektroG, the customer will exempt MSM from all obligations of the ElektroG, especially from the obligation according to § 10 sub-paragraph 2 ElektroG (Obligation of the manufacturers to accept returned goods) and so in connection with the claim of third persons.“

XVIII. „In case of contradictions between the GTD used by MSM and the MSM Sales Conditions the MSM Sales Conditions should have priority.“

* The GTD and the supplementary clause can be downloaded from www.magnet-schultz.com or sent by mail on request.