These Terms and Conditions for the Supply of Products and Services shall apply to:
1. A person who acts in their commercial or self-employed business (entrepreneur) when the contract is concluded.
2. A public sector entity or a special fund under public law.

I. Preface

These Terms and Conditions for the Supply of Products and Services apply to all purchase agreements, contracts for the supply of goods, and the supply of services of Bucher Hydraulics (hereinafter referred to as Bucher Hydraulics or Supplier). Bucher Hydraulics has not expressly consented to the content hereof and has no knowledge of its existence. Deviations from these Terms and Conditions shall only be effective if they have been agreed in writing in the individual contract with Orderer. This shall in particular apply to any agreement canceling the requirement for written form.

II. Bidding documents

Deviations from the 내용 in the tender are permissible in documents which are an integral part of a bid by Bucher Hydraulics, such as illustrations, drawings and indications of weight and dimensions, inssofar as these documents are not expressedly amended or countermanded in the tender. Bucher Hydraulics shall not be bound by the drawings and other documents they may not be made accessible to third parties without the express consent of Bucher Hydraulics. Bucher Hydraulics undertake to allow third parties access to plans designated by Orderer as confidential with the consent of the Orderer.

III. Scope of supply;

1. The written order confirmation from Bucher Hydraulics shall be authoritative for the scope of supply as inssofar as is contrary to such confirmation. Subsidiary agreement is to be accomplished by written confirmation from Bucher Hydraulics.

2. If no delivery date is stated, the delivery shall be held on the premises of Bucher Hydraulics within fifteen days of receipt of the acknowledgement of readiness for acceptance. If this deadline is not kept, the goods shall be deemed to have been delivered. The acceptance or rejection of the goods on the basis of minor defects, the rights of Orderer stated in IX shall insofar remain unaffected, however.

IV. Price, payment and price adjustment

1. All prices stated are net prices ex works, including loading at the plant, however, excluding packing, transport insurance, permits for import or transit, as well as other costs caused by delivery, and in particular this means that no deductions may be made for taxes, fees, changes and customs duties.

2. No provisions shall be made in case of unjustified deductions ex pecting a vantage on behalf of Agent of Bucher Hydraulics.

3. Amounts invoiced for replacement parts and fittings must be paid immediately without any deductions.

4. Paying by means of a bill of exchange shall not be permitted.

5. Should Orderer default on payment, Supplier shall be entitled to demand immediate cash payment of all due acceptable arrears. The late payment interest rate is at Suppliers's discretion. This also applies to all existing claims for payment or acceptance or the acceptance of a a check. Furthermore, Supplier shall in such case be entitled to make outstanding claims on Orderer and to cease performance if repayment is not made.

6. If the financial standing of Orderer should substantially deteriorate after signing the contract, Supplier can also demand immediate cash payment of all due acceptable arrears. Supplier shall also be entitled to match payment with deliver-y or to provide security, despite having received a request to this effect.

7. Supplier shall not make any deliveries to Orderer if the latter is not owed any arrears.

8. Should Orderer default on payment, Bucher Hydraulics shall charge default interest at the Eurorate plus 4 %, it shall remain permissible to prove higher or lower damages.

9. Supplier shall reserve the right to change the price and condition of the delivery if the said materials prices should change between the time the bid was made and its fulfillment according to contract. In this case, prices shall be adjusted in accordance with the prices on the date the performance is to be accomplished.

The price shall also be adjusted accordingly if - the state of delivered materials has changed for a reason for which Orderer is responsible, or - the type or scope of the agreed services or work have undergone a change, or - the materials or the performance have undergone a change because the documents supplied by Orderer did not agree with the actual circumstances or were incomplete.

V. Delivery deadlines; delays

1. The agreed delivery deadlines shall apply under only the condition that all details of the assignment are clarified in the contract concluded. In case of incomplete contracts, Supplier shall require the necessary confirmations. Bucher Hydraulics shall consider a delivery deadline to be attained, when, by the time of receipt of a delivery, Supplier shall have handed over the goods to Orderer.

2. Should the delivery be delayed after the conclusion of the contract owing to a force majeure, such as war, order of higher authorities, civil disorders, forces of nature or other unforeseeable events for which Bucher Hydraulics is not responsible, such as industrial actions, disruptions of operations for which Supplier is not responsible, etc., the delivery deadline shall be extended for the duration of the disruption and an appropriate start-up period.

3. Should Bucher Hydraulics be unable to fulfill its obligations owing to the obstructions stated in the foregoing section, only to the extent of the part of the obligations which were not completed by the deadline.

Should Bucher Hydraulics default, then Supplier shall be entitled to withdraw from the contract; Supplier shall have the right if the delay shall make acceptance impossible for Supplier to the extent the obligations were not completed by the deadline.

4. Should Bucher Hydraulics default, then Supplier shall be entitled to withdraw from the contract following an approximate period of five weeks, Bucher Hydraulics shall also be entitled to refuse to deliver the goods by the Supplier in the event of default.

5. The right of withdrawal to which Orderer or Bucher Hydraulics are entitled in accordance with the above Subsection 4 shall also be available to the other party of the contract in case it shall not have been fulfilled. If Orderer shall not be able to make use of any partial deliveries or services already performed, Supplier shall also be entitled to withdraw from the contract and has the right to demand a comparable amount of time.

6. All other claims against Supplier with regard to delays shall be excluded insofar as there shall have been no material violation of essential contractual obligations, premédiation or gross negligence on the part of Supplier.

VI. Transfer of risk; consignment

The risk as defined in Section XX shall be transferred to the Orderer the moment the goods are handed over to the carrier or forwarding agent, but at the latest when they leave the plant. The version of Incoterms currently effective when the contract was concluded shall apply. Bucher Hydraulics shall store the goods at their own cost and risk of Orderer and charge for them as having been delivered as works. Bucher Hydraulics shall be entitled to perform partial deliveries and charge for them. Delivered items must also be accepted if they exhibit minor defects. Bucher Hydraulics shall not be liable for the effect of such defects.

VII. Reservation of proprietary rights

1. We shall reserve ownership of the delivered goods until complete fulfillment of all claims due to us from the contract concluded, including all claims arising from the following actions on the order确认 and inasmuch as the goods are handed over to the carrier or forwarding agent, but at the latest when they leave the plant. The version of Incoterms currently effective when the contract was concluded shall apply. Bucher Hydraulics shall store the goods at their own cost and risk of Orderer and charge for them as having been delivered as works. Bucher Hydraulics shall be entitled to perform partial deliveries and charge for them. Delivered items must also be accepted if they exhibit minor defects. Bucher Hydraulics shall not be liable for the effect of such defects.

2. Bucher Hydraulics shall also be entitled to have differences of opinion or disputes with foreign Orderers arising from the subject matter of the contract decided by an independent third party designated by Bucher Hydraulics.

3. Should the value of the sureties to which we are entitled exceed our claims on the whole by more than 10 %, Bucher Hydraulics shall be entitled to withdraw from the contract with regard to these portions.

4. The application of the uniform UN sales law (CISG) and other bilateral and multilateral treaties serving to stand-