General Terms and Conditions of Sale and Delivery

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For the sale and delivery of machinery, plants and spare parts to business and public-sector customers in Germany and abroad.

1 Scope and conclusion of contracts

1.1 These Terms apply to our sales and deliveries exclusively to traders within the meaning of section 14 of the German Civil Code (BGB), legal entities governed by public law and special funds governed by public law. Separate terms shall be agreed for independently contracted repairs, maintenance and other work services.

1.2 Any differing, conflicting or supplementary terms of the Customer form part of the contract only to the extent that we expressly agree to their application. This also applies if we deliver without reservation despite knowing of those terms. Individually agreed terms take precedence.

1.3 Our quotations are non-binding unless expressly designated as binding. A contract is concluded when we confirm the order in text form or perform the order. An order confirmation that differs from the order requires the Customer’s acceptance.

1.4 Unless the law requires or the parties expressly agree a stricter form, contractual declarations may be made in text form, including by email. Individually agreed terms take precedence even if agreed in another form.

2 Scope of delivery and technical documents

2.1 The agreed technical specification and other contract documents govern the delivery. Individually agreed terms take precedence. Otherwise, the order of precedence agreed for the order applies. Statements in brochures form part of the agreed characteristics only if agreed. Statutory requirements remain unaffected.

2.2 Performance figures apply under the agreed test and operating conditions. The pumped medium, consistency, pumping distance, pressure, environment and interfaces shall be specified in the order where relevant to performance. We give a guarantee as to characteristics or durability only if expressly stated to be a guarantee.

2.3 We provide the operating, safety and conformity documents required by law. Additional manufacturing documents, source code and engineering drawings are supplied only if separately agreed. Mandatory statutory rights to disclosure and access remain unaffected.

2.4 We retain the rights to our quotations, drawings, calculations and other documents. Without our consent, confidential documents may not be used to reproduce the product or for other purposes unrelated to the contract, or disclosed to third parties. Uses permitted by law and necessary disclosures to advisers bound by confidentiality remain permitted.

3 Prices and payment

3.1 Prices are in euros plus any applicable statutory VAT. Packaging, transport, insurance, installation, commissioning and training are charged separately to the extent they are not included in the agreed price. Additional services and their charges shall be agreed before performance.

3.2 Agreed prices are binding. Price adjustments, particularly for long-term projects, require a separate, transparent agreement. The parties shall agree the effect of subsequent changes requested by the Customer on price and schedule before implementing them.

3.3 Unless a payment schedule is agreed, invoices are payable without deduction within 14 calendar days of receipt, but not before delivery. Agreed advance and milestone payments take precedence. Early payment discounts require express agreement.

3.4 In the event of payment default, statutory remedies apply, including interest and the statutory fixed compensation for late payment. We may withhold further deliveries only under the statutory conditions. If it becomes apparent after conclusion of the contract that our claim for payment is at risk due to the Customer’s inability to perform, we have the rights provided by section 321 BGB.

3.5 The Customer may set off undisputed claims, claims established by a final and binding judgment, and counterclaims arising from the same contractual relationship. Rights of retention arising from the same contractual relationship remain unaffected.

3.6 For international transactions, the payment method, bank charges and any letter of credit or other security shall be agreed for the order. Payment is made when the amount due is available in our account.

4 Delivery periods and impediments to delivery

4.1 Delivery periods and dates are governed by the contract. Delivery periods start once the agreed technical information, approvals, items to be supplied by the Customer and advance payments due have been provided. Delays caused by a failure to cooperate extend the delivery period by the documented duration of the impediment plus a reasonable restart period. We shall inform the Customer without undue delay.

4.2 Unforeseeable events beyond our control that cannot be prevented despite reasonable precautions, including natural events, war or official delivery bans, relieve us of the affected performance obligation for the duration and to the extent of the impediment. Supplier failures are covered only if caused by such an event and reasonable alternative sourcing is unavailable. General increases in costs alone do not qualify.

4.3 We shall promptly notify the Customer of the start, expected duration and end of the impediment and take reasonable steps to mitigate loss. If the impediment lasts longer than three months, either party may, after allowing a reasonable additional period, withdraw from the affected, unperformed part of the contract. Statutory rights, including where further waiting is unreasonable, remain unaffected. Payments for unperformed obligations shall be refunded.

4.4 If we are responsible for a delay in delivery, the Customer has the statutory remedies. Claims for damages are governed by clause 10. Partial deliveries are permitted if they can be used independently, are reasonable for the Customer and do not impose unreasonable additional costs on the Customer.

5 Delivery and transfer of risk

5.1 The delivery rule, named place and edition of Incoterms® shall be expressly specified for the order. An agreed Incoterms® rule takes precedence over the default provisions below. It does not govern transfer of title, payment terms or remedies for defects.

5.2 Unless otherwise agreed, delivery takes place at our works in Jettingen-Scheppach. For collection, risk passes upon handover to the Customer or its representative. Where we are obliged to load the goods, loading remains at our risk. At the Customer's request, we dispatch the goods. In a sale involving shipment within the meaning of section 447 BGB, risk passes when we hand the goods to the independent carrier. Any agreed obligation to deliver to the Customer's destination remains unaffected.

5.3 We arrange transport insurance only if agreed and at the Customer's expense. If the Customer is at fault in failing to take delivery, statutory remedies apply. We may claim documented and necessary storage and additional expenses. This provision does not establish a fixed storage charge.

6 Testing and commissioning

6.1 Works tests and Factory Acceptance Tests (FATs) shall be agreed for the order, including test parameters, medium, scope, timing and costs. A test report does not replace statutory remedies for defects. The designation FAT alone does not constitute acceptance under German law governing contracts for work.

6.2 The Customer shall provide the agreed prerequisites for installation, commissioning and training in good time, including suitable access, safe working conditions, utilities, connections, required permits and suitable operating personnel. Our statutory duties as manufacturer and our safety obligations remain unaffected.

6.3 No general deemed acceptance applies to contracts for sale or for the supply of goods to be manufactured. Where legal acceptance is required for separately agreed work, statutory provisions apply, including section 640 BGB. Commissioning alone does not result in automatic acceptance after 14 days.

7 Retention of title

7.1 The goods supplied remain our property until all claims arising from the ongoing business relationship have been paid in full. The Customer shall take proper care of the goods and inform us promptly of any attachment or other action by third parties against them. The goods may not be pledged or transferred as security without our consent.

7.2 A reseller may resell goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to us its claim against its buyer up to the outstanding amount of our invoice for the respective delivery, including VAT. We accept the assignment. The Customer remains authorised to collect the claim. We may revoke this authority only if we have a legitimate interest in protecting our security, particularly in the event of payment default.

7.3 If the realisable value of our security exceeds the secured claims by more than 10 per cent, we shall release security of our choice to the corresponding extent at the Customer's request. We may demand return of goods following payment default only under the statutory conditions, in particular after withdrawal from a contract of sale.

7.4 For international deliveries, any necessary local security arrangements and registrations shall be agreed before delivery. The Customer shall cooperate with legally permissible security measures. This retention of title does not guarantee effectiveness under foreign property or insolvency law.

8 Remedies for defects

8.1 Statutory remedies for defects apply subject to the following provisions. If the purchase is a commercial transaction for both parties, the duties to inspect and notify defects under section 377 of the German Commercial Code (HGB) apply, including to latent defects discovered later. The Customer should give notice in text form for documentation purposes. A notice valid under applicable law remains effective in another form.

8.2 For valid defect claims, we shall, at our choice, repair or supply a replacement. The right to refuse a type of cure under the statutory conditions remains unaffected. We bear necessary cure costs in accordance with statutory provisions. The Customer shall make the goods available to us for inspection and cure.

8.3 The place of cure is determined by agreement and the applicable law in the circumstances of the case. For service abroad, the parties shall promptly agree on the appropriate procedure. We may engage suitable local service partners and remain responsible for our contractual obligations. Cure is not subject to a general restriction to the supply of spare parts or a percentage of the machine value.

8.4 The Customer shall give us a reasonable opportunity to inspect and cure the defect. Repairs arranged independently by the Customer do not automatically entitle it to reimbursement. Statutory rights remain unaffected, including in cases of delay, refusal or urgent steps to prevent damage. Where reasonably possible, the Customer shall seek our position before taking such steps and document the cause, scope and costs.

8.5 Statutory conditions determine when cure has failed and when no further period for performance is required. There is no agreed minimum number of repair attempts. Where statutory conditions are met, the Customer may reduce the price, withdraw from the contract or claim damages under clause 10. Withdrawal is excluded for immaterial defects.

8.6 Our responsibility for defects extends to third-party components included in our delivery. Any additional guarantee from a component manufacturer is governed by that manufacturer’s guarantee terms and does not limit claims against us.

8.7 Normal wear and tear does not in itself constitute a defect. No remedies for defects are available to the extent that damage arises only from improper operation, unsuitable media, failure to follow proper maintenance instructions or modifications made without agreement. Any independent defect that existed when risk passed remains covered.

9 Limitation periods

9.1 Claims for defects in quality or title are subject to a limitation period of twelve months from delivery. Where the law governing contracts for work applies by exception and acceptance is required, the period begins upon acceptance.

9.2 The shortened period does not apply in cases of fraudulent concealment, an assumed guarantee, claims based on intent or gross negligence, injury to life, limb or health, or claims under the German Product Liability Act. The special statutory periods in sections 438(1) nos. 1 and 2 and 634a(1) no. 2 BGB and mandatory rules on supplier recourse, including section 478 BGB, remain unaffected.

9.3 Clause 9.1 applies to claims for damages based on a defect only where no exception under clause 9.2 applies. Other claims for damages are subject to statutory limitation periods.

10 Liability

10.1 We are liable without limitation for intent, gross negligence, culpable injury to life, limb or health and fraudulent conduct, and in accordance with mandatory liability provisions, including the German Product Liability Act. Liability under any guarantee we assume is governed by the guarantee declaration.

10.2 For ordinary negligence, we are liable for breach of an essential contractual obligation. An essential obligation is one whose performance is necessary for proper execution of the contract and on whose performance the Customer may ordinarily rely. In that case, liability is limited to the loss typical of the contract and foreseeable when the contract was concluded. Liability for ordinary negligence is otherwise excluded.

10.3 The exceptions in clause 10.1 take precedence over all limitations of liability. There is no separate blanket exclusion of lost profits or financial loss. These rules also apply to our legal representatives, employees and persons engaged to perform our obligations, including their personal liability.

11 Export controls and country of destination

11.1 Each party shall comply with the export control, sanctions and embargo rules binding on it. The Customer shall provide accurate information on the consignee, country of destination and end use in good time, together with required evidence. KLEIN retains its own statutory screening obligations.

11.2 We shall not make deliveries prohibited by law. If a required authorisation has not yet been granted despite a timely and proper application for reasons for which we are not responsible, the affected delivery shall be postponed for the necessary waiting period. We shall inform the Customer promptly. If authorisation is definitively refused or uncertainty continues, statutory rights and the principles of clause 4.3 apply. Advance payments for obligations that will definitively not be performed shall be refunded.

11.3 Where the particular delivery requires a contractual re-export restriction by law, the parties shall enter into a shipment-specific supplementary agreement before concluding the contract. That agreement shall expressly identify the goods covered, prohibited destinations or uses, obligations to pass on restrictions, adequate remedies and required information duties. This clause does not replace any such mandatory agreement.

11.4 The parties shall specify the intended country of use and the required conformity configuration for the order. Mandatory statutory obligations of the manufacturer remain unaffected. Local approvals, tests or translations beyond the agreed configuration shall be agreed in advance, including responsibility and costs. Any subsequent change in the country of use shall be assessed in advance for technical and legal requirements.

12 Governing law and jurisdiction

12.1 The laws of the Federal Republic of Germany apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory statutory provisions remain unaffected.

12.2 If the Customer is a merchant, a legal entity governed by public law or a special fund governed by public law, the courts having jurisdiction for our registered office in Jettingen-Scheppach shall have exclusive jurisdiction over disputes arising out of or in connection with this contract. For cross-border contracts, this agreement also applies to other traders to the extent permitted by the applicable jurisdiction rules. Mandatory exclusive jurisdiction remains unaffected.

12.3 The contract language shall be agreed for the order. Where there are several language versions, the parties shall expressly agree which version prevails in the event of a discrepancy. If any provision is invalid or has not been incorporated, the statutory consequences apply, including section 306 BGB.