

**General Terms and Conditions****(Status: April 2025)****§ 1 Validity of the terms and conditions**

The deliveries, services and offers of the Contractor shall be made exclusively on the basis of these Terms and Conditions. Counter-confirmations by the customer with reference to his terms and conditions of business or purchase are hereby rejected.

**§ 2 Offers and conclusion of contract**

1. A contract is concluded exclusively by written acceptance of our written offer within the binding period. Changes to the offer shall be deemed to be a new offer, which can only lead to the conclusion of a contract by our written confirmation.
2. Offers contained in brochures, adverts etc. are subject to change and non-binding, also with regard to prices. The Contractor shall be bound by specially prepared offers for 30 calendar days from the date of the offer.
3. Collateral agreements, amendments, supplements and/or other deviations from these terms and conditions shall only be valid if the Contractor has declared its agreement in this respect. Such agreements must be made in writing.
4. Statements in offers and/or order confirmations of the Contractor which are based on an obvious error, namely a typing or calculation error, shall not be binding on the Contractor. Rather, the obviously intended declaration shall apply.
5. The Contractor's offer documents, drawings, descriptions, samples and cost estimates may not be passed on, published, reproduced or otherwise made accessible to third parties without the Contractor's authorisation. Upon request, the documents must be returned without retaining copies.
6. The enquirer/purchaser must inform us of any legal or official requirements to be taken into account for the preparation of offers or the provision of services.
7. Services not estimated in the offer, which are carried out additionally at the request of the customer or which become necessary due to incorrect documents of the customer, shall trigger additional costs for the customer in accordance with the calculation on which the offer is based.
8. Should patent, trademark or other industrial property rights be directly or indirectly affected by the realisation of the order due to the customer's specifications, the customer warrants that he is the owner or otherwise entitled to the patent or trademark right and otherwise indemnifies us against all claims for damages by third parties arising in connection with an infringement of rights and reimburses us for the costs incurred in connection with such claims, in particular for information or invoicing. The client further undertakes to join the legal dispute on our side in a patent or trademark dispute after we have issued a third-party notice or to recognise the legal effects of a corresponding judgement.

### § 3 Prices, price changes

1. The prices are net prices plus the statutory value added tax applicable at the time of performance.
2. The prices do not include the costs of packaging, insurance and freight.
3. If there are more than six months between the conclusion of the contract and the agreed and/or actual delivery date, the prices of the Contractor valid at the time of delivery or provision shall apply. In the event of price increases by its suppliers, increases in labour and transport costs or other unexpected cost increases, the Contractor shall be entitled to demand negotiations on a new price.

### § 4 Delivery times

1. Delivery periods shall apply subject to correct and timely delivery to us, unless a binding delivery period has been agreed in writing.
2. If the delivery or service is delayed due to a circumstance for which the entrepreneur, his legal representatives or vicarious agents are responsible, liability shall be in accordance with the statutory provisions. In the event of slight negligence, liability shall be limited to the foreseeable damage typical of the contract. This principle applies in particular in the event of force majeure, strike, lockout, official orders, etc., even if these obstacles occur at the Contractor's suppliers or their subcontractors. The duration of a grace period to be set by the Customer in the event of a delay in performance in accordance with the statutory provisions shall be set at two weeks, which shall commence upon receipt of the grace period by the Contractor.

### § 5 Dispatch and transfer of risk

1. The risk shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left our works for the purpose of despatch. If dispatch is delayed or not carried out at the instigation of the customer, the risk shall pass to him upon notification of readiness for dispatch.
2. At the customer's request, deliveries will be insured in his name and for his account.

### § 6 Dimensions / weight

The customer has satisfied itself that the floor load-bearing capacity requirements described in the contract are met. He has also satisfied himself that the access to his premises is of sufficient size for the dimensions of the equipment to be installed as described in the contract. The Contractor shall not be liable for damage caused by the weight of the equipment to be delivered or the delivery vehicle; § 10 shall apply accordingly.

### § 7 Installation

1. The installation area and its access is free and clean.
2. The construction site is accessible from Monday to Saturday, from 7am to 6pm. Sundays and public holidays at the contractor's request. The contractor must notify this in good time.
3. A parking space must be kept free for a delivery van, this must not be further than 50 metres from a gate.
4. The customer must provide the contractor with a loading ramp. If this is not the case, this must be specified in the enquiry.

5. The construction site has lighting, electricity, compressed air, recreation room and toilets.
6. The customer shall dispose of the packaging and waste generated during installation. If this is not required, the customer must specify this in the enquiry. Otherwise the waste disposal costs will be invoiced separately.
7. The contractor shall inform the customer in good time of what aids are required for the installation. (e.g. lifting gear, forklift, pallet truck, aerial work platform, ladders, ...). If these are not provided by the customer, the rental costs will be passed on.
8. If special documentation is required for the tools and lifting equipment used (e.g. certificates, attestations, etc.), the customer must provide this in good time. 8. Falls zusätzliche Ausrüstung benötigt wird, werden die Kosten für Miete oder Kauf zum Selbstkostenpreis +20% berechnet.
9. The contractor shall leave the construction site in a clean condition.

## § 8 Acceptance

1. The preliminary acceptance comprises the basic inspection of the technical functions required for the process; the location of the preliminary acceptance shall be specified in the contract. The Contractor shall inform the Customer of the date in good time.
2. The final acceptance takes place after installation and commissioning and comprises the complete inspection of the technical functions required for the process.
3. The customer must provide all necessary resources (Art. 5) for the preliminary and final acceptance.
4. The Contractor shall inform the Customer in good time which resources are required.

5. The resources may be of the following nature
  - Energy and media (electricity, compressed air, gas, water, etc.)
  - Specialised personnel and key personnel
  - Material, raw materials and consumables material needed in regular operation
  - Tools, handling equipment and other peripherals required for regular operations
  - Personal protective equipment (PPE) of category III
6. If the customer delays acceptance, the customer must bear the additional costs
7. Defects that become apparent during pre-acceptance and acceptance must be documented in a list of defects to be signed by both parties to the contract.

## § 9 Warranty claims

1. If the service provided by the Contractor or the delivery item is defective, the Contractor may, at its discretion, deliver a replacement or remedy the defect. Multiple rectifications - usually two - are permitted within a reasonable period of time.
2. The right of the customer to assert claims arising from defects shall in all cases become statute-barred after 12 months from the time of transfer of risk, unless a longer period is prescribed by law. If the customer is an entrepreneur within the meaning of Section 14 BGB, Sections 3 and 4 shall apply in addition. 3.
3. Obvious defects in work performances can no longer be asserted after acceptance. Otherwise, in order to maintain the Purchaser's claims for defects, the Contractor must be notified of such defects in writing without delay, but at the latest within two weeks of delivery. The defective items must be kept ready for inspection by the Contractor in the condition in which

they were at the time the defect was discovered.

4. Insignificant, reasonable deviations in the dimensions and designs - in particular in the case of repeat orders - do not justify complaints, unless absolute compliance has been expressly agreed. Technical improvements and necessary technical modifications shall also be deemed to be in accordance with the contract, insofar as they do not constitute a deterioration in usability.
5. If the Contractor's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced or consumables are used which do not correspond to the original specifications, any warranty shall lapse if the Customer does not refute a substantiated claim that one of these circumstances caused the defect.
6. Liability for normal wear and tear is excluded.
7. If the subsequent performance fails within a reasonable period of time, the customer may, at his discretion, demand a reduction in the price or cancellation of the contract.
8. The above provisions of this paragraph shall not apply to the sale of already used items. In the case of consumers, a period of one year applies for the assertion of claims for defects. At used items are delivered to the exclusion of any claims for defects.
9. If the entrepreneur is available to the customer beyond his legal obligations to provide information regarding the use of his product, he shall only be liable in accordance with § 7 if a special fee has been agreed for this.

## § 10 Limitation of liability

Claims for damages arising from positive breach of contract, from fault during

contract negotiations and from unauthorised actions, which are not simultaneously based on the breach of a main contractual obligation by the contractor, are excluded both against the contractor and against his vicarious agents, unless the damage was caused intentionally or through gross negligence. This does not apply to claims for damages arising from a lack of suitability required by the contract, which are intended to protect the customer against the risk of consequential damage caused by a defect. Claims for damages under the law on liability for defective products (PrdHG) remain unaffected, as does liability for damage to life, limb or health.

## § 11 Reservation of title

1. Until fulfilment of all claims to which the Contractor is entitled against the Customer for any legal reason, the Contractor reserves title to the delivered items (reserved items).
2. The customer is obliged to notify the contractor immediately in writing of any seizure of the reserved items and to inform the pledgees of the retention of title. The customer is not authorised to sell, give away, pledge or assign as security the items delivered to him subject to retention of title - except in the cases of the following clauses.
3. If the delivery is made for a business operation maintained by the customer, the items may be resold in the ordinary course of business. In this case, the purchaser's claims against the customer arising from the sale are hereby assigned to the entrepreneur. If the goods are resold on credit, the customer shall reserve title to the goods vis-à-vis his customer.
4. Any treatment or processing of the reserved goods by the customer shall be carried out by the customer for the entrepreneur free of charge. In the event of processing, combining, mixing or

blending of the reserved goods with other goods not belonging to the Contractor, the Contractor shall be entitled to the resulting co-ownership share in the new item in the ratio of the factor value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the Purchaser acquires sole ownership of a new item, the contracting parties agree that the Purchaser shall grant the Contractor co-ownership of the new item in the ratio of the factor value of the processed or combined, mixed or blended reserved items and shall store them for the Supplier free of charge. If the reserved goods are resold together with other goods, regardless of whether without or after processing, combining, mixing or blending, the advance assignment agreed in clause 3 above shall only apply in the amount of the factor value of the reserved goods that have been resold together with the other goods.

5. If items subject to retention of title are installed by or on behalf of the Customer as essential components in the property of a third party, the Customer hereby assigns to the Contractor any claims for remuneration arising against the third party or the party concerned, together with all ancillary rights, including the granting of a security mortgage.
6. If items subject to retention of title are installed as essential components in the Purchaser's property, the Purchaser hereby assigns to the Contractor the claims arising from the sale of the property or of property rights, together with all ancillary rights. 7.
7. If the value of the securities existing for the entrepreneur in accordance with the above provisions exceeds the value of the entrepreneur's claims - not only temporarily - by a total of more than 20%, the entrepreneur shall be obliged to release securities of his choice accordingly at the request of the customer.
8. In the event of breach of contract by the customer, in particular default of payment, the seller shall be entitled to take back the delivered items after a reminder and

declaration of withdrawal and the customer shall be obliged to surrender them. If the customer has fulfilled the contract, the contractor must return the items.

## § 12 Copyright Protection

1. We reserve all property rights, copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation, to illustrations, drawings, calculations, drafts, models, samples, calculations and other offer and contract documents - also in electronic form - as well as constructive services provided by us and proposals for the design of systems and processes. They may not be reproduced or made accessible to third parties without our express written consent. At our request or if the order is not placed within the binding period of offers, these must be returned to us immediately, at the latest after three working days. The contracting parties undertake to maintain confidentiality regarding business and technical details. The customer undertakes not to remove or change manufacturer's specifications.
2. If we are obliged to deliver according to drawings, models, samples or using parts provided by the customer, the customer shall be responsible for ensuring that the industrial property rights of third parties are not infringed as a result. If a third party asserts claims for damages against us, the customer shall indemnify us against such claims and compensate us or the third party for any damage.
3. Before placing the order, the customer shall check whether industrial property rights of the type specified in No. 1 exist and shall inform us in writing of the result. Claims of the customer against us with regard to samples, tools and production equipment handed over to us or manufactured or procured by us on his behalf are excluded if he has not informed us of the existence of such rights before placing the order.
4. If we are prohibited from manufacturing or supplying goods on the basis of an



industrial property right held by a third party, we shall be entitled - without legal review - to suspend work until the legal situation has been clarified by the customer and the third party. If we can no longer reasonably be expected to continue the order due to the delay, we shall be entitled to withdraw from or terminate the contract.

5. we reserve all property rights, copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation, to digital resources stored on the systems or subcomponents thereof or made available to the customer. They may not be reproduced or made accessible to third parties without our express written consent. Digital resources include, among other things: Software, programme modules, graphic representations, configurations and all settings deviating from the factory settings of the installed components.
6. The Contractor reserves the right to encrypt these resources.
7. The Contractor reserves the right to use images of machines or their components for advertising purposes.

## § 13 Payments

1. Unless otherwise agreed, the Contractor's invoices shall be payable without deduction after invoicing.
2. The Contractor expressly reserves the right to refuse cheques or bills of exchange. Acceptance is always only on account of fulfilment. Discount and bill charges shall be borne by the customer and are payable immediately.
3. If the Contractor becomes aware of circumstances which call into question the creditworthiness of the Customer, in particular if the Customer fails to honour a cheque or suspends payments, the Contractor shall be entitled to declare the entire remaining debt due and payable,

even if it has accepted cheques. In this case, the Contractor is also entitled to demand advance payments or the provision of security.

4. If the customer finally suspends payments and/or insolvency proceedings are applied for against his assets, the contractor is also entitled to withdraw from the part of the contract that has not yet been fulfilled.
5. The Contractor shall be entitled, despite any provisions of the Customer to the contrary, to initially offset payments against the Customer's older debts. The Contractor shall inform the Customer of this type of offsetting. If costs and interest have already been incurred, the Contractor shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal performance..
6. If the customer is in default of payment, the contractor is entitled to charge the respective statutory default interest. The Contractor reserves the right to assert further claims for damages caused by default. In the above-mentioned cases, the Customer shall be at liberty to prove that the damage is lower, which shall then be decisive.
7. Offsetting by the customer is excluded unless the counterclaims are legally established or undisputed by the contractor.

## § 14 Applicable law, place of jurisdiction, partial invalidity

1. The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between the entrepreneur and the customer, with the exception of the UN Convention on Contracts for the International Sale of Goods.



2. The place of jurisdiction for all disputes arising from the contractual relationship shall be Aachen for both contracting parties.
3. Insofar as the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of business of the entrepreneur shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
4. Should a provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions

and agreements between the Contractor and the Customer.

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