

ask 

Automation
Systeme
Komponenten



AUTOMATION COMPONENTS

ASK and SMC Pneumatic are sales partners.





AUTOMATION COMPONENTS

SMC ionisers	7.3
Polycarbonate / aluminium sheets	7.3
Slot nuts for carrier profile system NTS	7.4



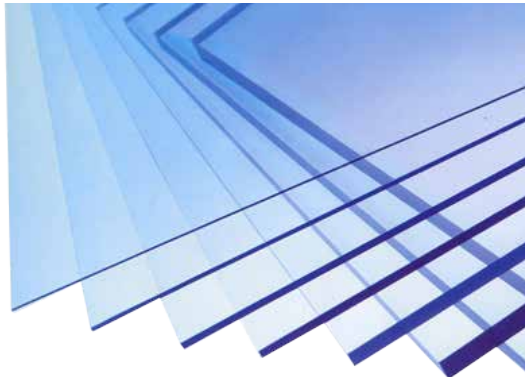
TERMS AND CONDITIONS OF SALES AND DELIVERY (TAC)

Terms and conditions of sales and delivery (starting on page)	7.5
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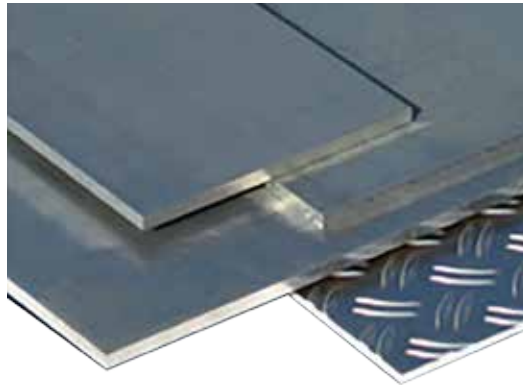
POLYCARBONATE TRANSPARENT

Delivery options	Sheet material and pre-cut
Thickness	3, 4, 5, 6, 8 mm



ALUMINIUM SHEETS AND PANELS

Delivery options	Sheet material and pre-cut, various material qualities
Thickness	According to customer wishes



COMPLETE PRODUCT PORTFOLIO FROM

ASK and SMC are sales partners





SLOT NUT NTS

slot 12

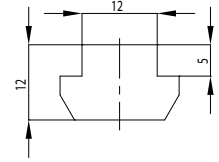
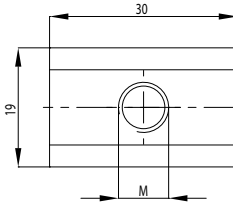
Slot 12 M6	Article no.:	390210
Slot 12 M8	Article no.:	390211
Slot 12 M10	Article no.:	390212
Material	Steel, galvanised	



390211



390211 | 390222



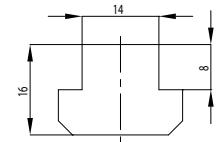
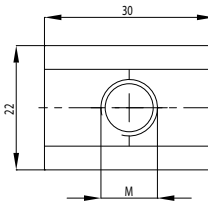
SLOT NUT NTS

slot 14

Slot 14 M6	Article no.:	390220
Slot 14 M8	Article no.:	390221
Slot 14 M10	Article no.:	390222
Slot 14 M12	Article no.:	390223
Material	Steel, galvanised	



390222



CARRIER PROFILE SYSTEM NTS

on request



§ 1 General provisions

- (1) Our deliveries, services and quotations are all provided exclusively on the basis of these conditions, also without express stipulation during negotiations. We do not recognise contrary conditions, even if we do not expressly reject these or if we refer to correspondence of our contracting partners in which reference is made to their own conditions. Our T&Cs apply to all contracts with entrepreneurs, legal persons under public law and special funds under public law, also to all future business relationships, even if they are not explicitly agreed to once again. Our T&Cs are deemed to have been accepted no later than upon acceptance of the goods.
- (2) Any contradictory conditions or conditions of the customer that deviate from our conditions only apply if we have expressly agreed to their application in writing.

§ 2 Quotation, contractual agreement and documents

- (1) Our sales staff are not authorised to conclude verbal ancillary agreements or provide assurances that go beyond the contents of the written contract. All agreements in this contract are set out in the written contract documents. Verbal ancillary agreements do not exist.
- (2) Delivery times are approximate and non-binding, unless they are expressly confirmed in writing. Information regarding the delivery goods (e.g. technical data, tolerances, dimensions, weights, etc.) and their appearance are mere descriptions and designations that are only binding in nature if we expressly confirm this.
We reserve the right to make changes to the delivery goods due to technical and design enhancements, insofar as these do not unreasonably impair the customer and do not affect the serviceability of the purchase item.
- (3) Our quotations remain non-binding up to the time of contractual agreement.
- (4) We reserve the right of ownership and copyright to design drawings, samples, cost estimates and similar company objects of a commercial and non-commercial nature. These must always be treated as strictly confidential. They must not be made accessible to third parties without our express permission. In the event of infringements of these obligations, the customer shall be liable to us to the full extent of the law. Advertising materials and similar that quote our name are only permissible with our prior agreement.

§ 3 Prices

- (1) Our prices are ex works excluding loading and packaging, which are billed for separately. Unloading and storing are a matter for the customer. Prices shall be subject to the statutory rate of value added tax, applicable on the date of billing. Costs of any agreed transport insurance or similar insurance cover shall be borne by the customer unless otherwise agreed. In the event of part deliveries, each delivery can be billed for separately.
- (2) If changes to the pricing basis arise on a delivery date that is four months after contractual agreement (e.g. increases to basic and other materials, salary, transport or storage costs) then we reserve the right to adjust prices accordingly, after informing the customer. Price increases can only be implemented by us within two months of the aforementioned cost increases arising. The individual cost elements and their increase must be appropriately taken into account when determining the new price. If individual cost elements should increase whilst others decrease then this must also be taken into account when formulating the new price.
- (3) If no prices should be agreed at the time of contractual conclusion then our prices as valid on the delivery date shall apply.

§ 4 Payment conditions

- (1) Unless otherwise indicated on the order confirmation (alternatively the invoice), the price is due for payment (without deductions) within 10 days of the invoice date.
- (2) If the buyer should fall into payment arrears, we are entitled to charge interest on arrears at 8 percentage points above the base interest rate. We may also prove and charge higher interest damages at any time. In the event of payment arrears we are also authorised to revoke any agreed discounts, deductions and other benefits. We are entitled to supply further deliveries only in return for advance payments.
- (3) Failure to comply with the payment conditions, arrears and circumstances that may affect the customer's creditworthiness shall result in all of our claims falling due payable immediately.
- (4) The customer is only entitled to offsetting rights if their counter-claims are determined to be legally valid, due for judgement, recognised by us or undisputed.
- (5) The customer is entitled to exercise their right of retention only insofar as their counter-claim pertains to the same contractual relationship or the counter-claim is recognised, determined to be legally valid or due for judgement.
- (6) We are not obligated to accept bills of exchange and cheques. Such credits are only ever accepted subject to their redemption (as payment and not in place of performance); they are deemed available on the date upon which we gain access to their value. Bills of exchange are credited subject to the costs incurred by us with their passing on due to discounts, stamp duty and bank charges, and if applicable collection charges.
- (7) We reserve the right to make further contractual or legal claims in the event of payment arrears.

§ 5 Delivery modalities and delivery impediments

- (1) The delivery period begins with the dispatch of the order confirmation, but not before the customer provides all of the documents, approvals and releases, as well as any advance payment that has been agreed and clarification of all technical questions.
- (2) The delivery deadline is deemed to have been met with if the delivery goods have been dispatched from the factory on or by this date, or these have been reported as being ready for dispatch.
- (3) In the event of unforeseeable impediments arising, which lie beyond our control and that we are unable to avert despite exercising the requisite diligence - regardless of whether they arise for us or one of our sub-suppliers - such as force majeure (e.g. war, fire and natural disasters), delays in the delivery of essential raw materials, etc. - we are entitled to extend the delivery period by the duration of the impediment. We have the same rights in the event of a strike or lockouts affecting us or our suppliers. We shall inform the customer of such circumstances without delay and reimburse all payments made by them up to that point. If the impediment should lead to a delay of more than one month then we are also entitled to partially or wholly withdraw from the delivery contract.
- (4) Subject to correct and timely deliveries by our own suppliers. We shall inform the customer of any delays. Insofar as deliveries from our suppliers are incorrect or not on time and this lies outside our control, the delivery period shall extend by an appropriate time frame. In this event we are also able to declare our withdrawal from the contract, if the performance period would increase by more than one month due to deliveries from our suppliers being incorrect or not on time. Insofar as is permissible under antitrust law, we shall transfer our claims against the supplier due to the improper delivery to the customer. All further claims against us by the customer for damages and cost compensation are excluded.
- (5) In the event of a delivery delay, the customer is able to withdraw from the contract after an appropriate period of grace has passed fruitlessly; in the event of our performance being impossible, the customer has this right without granting a period of grace. Claims for compensation (including any consequential damages) are excluded without prejudice to section 6 and § 9, which do not intend a reversal of the burden of proof; the same applies to compensation for costs.
- (6) If a fixed delivery date has been agreed, we shall be liable in accordance with the statutory regulations; the same applies if the customer is able to claim that they are no longer interested in performance of the contract due to the delay for which we are responsible.
- (7) If dispatch is delayed at the request of the customer then they shall be billed for the costs incurred due to storage, commencing one week after notification of readiness for dispatch.

§ 6 Transfer of risk, acceptance of the goods and part deliveries

- (1) With an obligation to collect, the risk is transferred to the customer with the separation of the goods and handover in accordance with contractual agreement. The same applies with an obligation to send, at the point of handover to the transport personnel. In the event of an obligation to deliver, the risk is transferred when the goods leave our factory site. The same applies if a creditor is in default.
- (2) Delivered goods are to be accepted by the customer, even if they exhibit insignificant defects, without infringing their rights according to §§ 8, 9. Part deliveries are permitted, insofar as they are reasonable for the customer.

§ 7 Retention of title

- (1) The goods remain our property until they have been paid for. We reserve ownership rights to all goods supplied within the framework of transactions with entrepreneurs, until the customer has settled all present and future claims arising from the commercial relationship. The retention of title also includes all spare and replacement parts, such as motors, control units, etc., even if they have been installed, because this does not make them essential components in accordance with § 93 BGB. When executing cheque/bill of exchange transactions we also reserve the ownership rights after payment by cheque, until endorser's liability no longer exists. In the event of a current account relationship (business relationship), we reserve the ownership rights until all payments have been received from the current account relationship; the retention pertains to the acknowledged balance; in these cases the rules of this § 7 apply accordingly.
- (2) In cases where the customer's conduct is in breach of contract, particularly in the case of payment arrears, we are entitled to take back the goods after a fruitless period of grace has lapsed. The mere taking back of goods shall only equate to a withdrawal from the contract if a period of grace granted by us lapses fruitlessly and withdrawal from the contract is explicitly declared. Any costs incurred by us due to the taking back of goods (in particular transport costs) shall be borne by the customer. Furthermore, we are also entitled to prohibit the customer from selling on, processing, combining or blending the goods supplied under the retention of title and revoke the direct debit mandate (§ 7 V). The customer is only able to demand the delivery of goods taken back without an express notice of withdrawal once the purchase price and all costs have been paid in full.
- (3) The customer is obligated to handle the goods with care (incl. any necessary inspection and maintenance work).
- (4) The customer is not entitled to pledge or transfer the delivery goods and any claims arising due to these, or assign them by way of security. In the case of distraint or other third party interventions, the customer must inform us immediately in writing so that we can mount a legal defence in accordance with § 771 ZPO. Any legal costs incurred by us for bringing an action according to § 771 ZPO shall be borne by the customer, despite a successful outcome.

- (5) The customer is entitled to sell on the purchase goods within the framework of an ordinary commercial transaction, or process or blend them; however they hereby transfer to us their rights to all claims arising due to the sale, processing, blending or on any other legal grounds (in particular due to insurances or unlawful acts) to the value of the final invoice sum agreed with us (incl. value added tax), as well as all ancillary rights. If the goods supplied are co-owned by us due to the retention of title then a proportion of the claims shall be transferred to us according to our share in the goods. If the goods supplied are sold in combination with goods of third parties, which are not owned by the customer, then the claims that arise shall be transferred to us proportionally according to the value of our final invoice sum and the value of the third party's final invoice sum. With inclusion of the transferred claim in an ongoing invoice, the customer hereby transfers to us a corresponding share of the balance (including the closing balance) from the current account; if intermediate balances are drawn and their balance carried forward is agreed then any claims owing to us from the intermediate balance according to the previous regulation must be treated as having been transferred to us for the next balance. The customer remains authorised to collect these claims also after transferral, whereby our entitlement to collect the claims ourselves remains unaffected. However, we undertake not collect the claims as long as the customer meets with their payment obligations from the received proceeds of the sale, is not in payment arrears and no petition to open insolvency proceedings has been made or suspension of payments exists. However, if this is the case we can request that the customer inform us of the transferred claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the transfer. This also applies if the customer has sold, processed or blended the purchase goods in contravention of the contract.
- (6) The retention of title also covers the full value of goods that are produced by processing or remodelling our goods, whereby these processes take place on our behalf so that we are deemed to be the manufacturer. If the processing or remodelling takes place together with other goods that do not belong to us then we acquire co-ownership proportionate to the objective values of these goods; it is hereby agreed that the customer shall carefully store the goods for us in this case. If goods of ours subject to the retention of title are combined with other mobile goods to produce a single product, or if they are permanently blended and the other product is to be considered the primary product, then the customer transfers co-ownership to us insofar as the primary product belongs to them. The customer shall safeguard the (co)owned goods for us. The product produced in this way is subject to the same provisions as those applicable to goods subject to the retention of title.
- (7) In order to secure our claims against the customer, the customer also transfers to us the claims that they accrue against a third party through the combination of the purchase goods with a plot of land. This transfer shall have priority over any other claims.
- (8) The securities that we are entitled to shall not be collected insofar as the estimated value of our securities exceeds the nominal value of the claims to be secured by 50%; the securities to be released shall be chosen at our discretion.
- (9) Where validity of the retention of title in the country of destination is associated with special conditions or special formal requirements, the customer assumes responsibility for their fulfilment.

§ 8 Liability for material and statutory defects

We shall be liable for delivery defects as follows, insofar as the customer is a registered business, but only if they have duly performed their obligations to inspect the goods and lodge a complaint (the complaint must be lodged in writing) according to § 377 HGB:

- (1) Insofar as the purchased goods are defective, we shall rectify the defect or deliver faultless goods (supplementary performance) at our discretion. A prerequisite for this is that the defect is not insignificant. If one or both of these forms of supplementary performance should prove impossible or disproportionate then we are entitled to refuse. We are able to refuse supplementary performance insofar as the customer has not met with their payment obligations to us, to an extent reflective of the fault-free part of the performance. In the event of supplementary performance we shall only bear the costs to the extent of the purchase price, insofar as this price is not increased by the purchase goods having been delivered to a location other than the place of fulfilment. We shall bear the costs required for supplementary performance, in particular transport, travel, work and material costs. Excluded from this are any additional costs that arise due to the goods being delivered to a location other than the place of fulfilment.
- (2) If the supplementary performance cited in section 1 should prove impossible or be unsuccessful then the customer has the right to opt for a discount on the purchase price or withdraw from the contract according to the legal regulations; this applies in particular where we are responsible for a delay or if we refuse to provide supplementary performance, and likewise if this is unsuccessful after a second attempt. Further claims on the part of the customer are excluded or limited, regardless of the legal grounds, according to § 9.
- (3) No guarantee entitlements shall exist for damages arising for the following reasons: Unsuitable or incorrect use, incorrect assembly by the customer or a third party, natural and normal wear and tear, incorrect or negligent handling, excessive loads, unsuitable equipment, deficient construction works, unsuitable building ground, chemical, electrochemical or electrical influences (insofar as these are not attributable to us), unprofessional or unauthorised modifications or servicing works carried out by the customer or a third party.

- (4) Claims due to defects expire within one year of the purchase goods being delivered, insofar as these are claims for which limited liability exists according to §§ 8 or 9.
Claims for a price reduction and rights to withdraw from the contract are excluded insofar as the right to supplementary performance has lapsed.
However, if section 3 applies then the customer can refuse to pay the purchase price insofar as they would have been entitled to this due to withdrawal or a price reduction; in the event of withdrawal being excluded and a subsequent payment refusal, we are entitled to withdraw from the contract.
A reversal of the burden of proof is not intended.
- (5) Assurances and guarantees are only valid if we provide them explicitly and in writing.

§ 9 Withdrawal by the customer and further liability on our part

- (1) The customer's legal right to withdraw should be neither excluded nor limited - with the exception of cases per § 8. Likewise, any legal or contractual rights and claims on our part should neither be excluded nor limited.
- (2) We shall only be liable without limitation in the event of intent and gross negligence (also on the part of our legal representatives and vicarious agents), and with an injury to life, limb and health. We shall also be liable without limitation in the event of providing guarantees and assurances, if a defect covered by this specifically triggers our liability. Furthermore, there shall be no limit to liability resulting from hazardous circumstances (in particular in accordance with the German Product Liability Act). Any possible liability according to the principles of recourse of the entrepreneur in accordance with §§ 478 f. BGB remains unaffected.
- (3) In case of any other culpable breach of major contract obligations (cardinal obligations, see section (8) clause 2), our remaining liability shall be limited to contract-typical foreseeable damage.
- (4) All other liability is excluded regardless of the legal basis (in particular claims resulting from a breach of primary or secondary contractual obligations, unlawful acts and liability for other tortious acts).
- (5) The same (exclusions, limitations and exceptions thereof) shall apply to claims under culpa in contrahendo.
- (6) In the event of a reimbursement of costs (with the exception of those arising per §§ 439 II, 635 II BGB) § 9 applies accordingly.
- (7) Exclusions and limitations of our liability shall also apply in respect of our legal representatives and vicarious agents.
- (8) A reversal of the burden of proof is not intended. Cardinal obligations are essential contractual obligations, i.e. such obligations that characterise the contract and that the contracting partner can rely on; these are therefore essential rights and obligations, which are preconditions for contractual fulfilment and are essential for achieving the objective of the contract.

§ 10 Place of performance, jurisdiction, applicable law, contract language and allocation of the burden of proof

- (1) The place of performance is the place of dispatch (factory or warehouse).
- (2) The place of jurisdiction is our company head office, insofar as the customer is a registered business, legal person under public law or special fund under public law. The same applies if the customer has no general place of jurisdiction domestically, relocates their head office abroad after contractual conclusion or the location of their head office is not known at the time legal proceedings are lodged. We are also entitled to pursue legal action against the customer under another admissible jurisdiction.
- (3) With regards to all claims and rights arising from this contract, the law of the Federal Republic of Germany (BGB, HGB) applies. The UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law regulations of EGBGB are expressly excluded. The contract language is German.
- (4) None of the agreed clauses of any of these provisions should result in a reversal of the legally or judicially defined burden of proof.

§ 11 Other provisions

- (1) Changes to the contract can only be made effective in agreement with us.
- (2) If individual provisions of these conditions should be partially or wholly ineffective then the remaining provisions shall remain unaffected by this. The contract partners undertake to agree a regulation that achieves the economic purpose and intention of the ineffective or invalid provision insofar as possible.
- (3) We utilise all of the customer's data exclusively for the purpose of the commercial transaction and in accordance with the regulations of the respective valid data protection laws. On request, the customer is entitled to obtain information regarding their personal data acquired, processed and utilised by us.
- (4) All terms and regulations should be considered non-gender specific and non-discriminatory in all respects in accordance with the German Equality Act (AGG).