I. Offer and Conclusion of Contract
(1) The purchase order signed by the customer (hereafter: the Customer) is a binding offer. Schleicher GmbH & Co. Segelflugzeugbau (hereafter: the Company) may accept this offer within two weeks by means of sending an order confirmation. If the Customer provides a down payment as a result of a written or verbal offer by the Company, a contract is not valid until Schleicher has confirmed the conclusion of the contract in writing. In no case is interest payable on a down payment provided by the Customer.
(2) All declarations are to be submitted in writing. This is also the case for any collateral agreements, assurances or subsequent contract amendments.
(3) The transfer of rights and duties from this contract to a third party requires previous agreement from the Company and may be subject to conditions.

II. Price and Payment
(1) Payment of the purchase price can only be made to the account shown below. A down payment of the amount shown in the confirmed offer is required to establish a contract. If the contract is not completed for reasons arising from the Customer, the down payment is retained to compensate the Company for expenditures incurred. The Company may also claim additional compensatory costs. However, the Customer may be able to establish that there were no or minimal resulting expenses.
(2) Payment for any purchased item and any additional associated costs is due on delivery, or at the latest, 8 days after receipt of the notice for delivery and receipt or submission of the sales invoice. Default interest is charged at the rate of 5% above the normal base interest rate. The Company reserves the right to assess higher default damages payments. In a case where higher damages have been assessed as a result of a default on the part of the Customer, the Company has the chance to show that the assessed extra default damages should not be applied or should be lowered.

III. Setting Off and Retention Rights
The Customer only has the right for offsetting costs if his counterclaims have been legally proven or are unopposed. The customer may only pursue retention rights if his counterclaim is based on the same contractual relationship.

IV. Delivery
(1) In the event that the Customer does not fulfill all obligations in a timely manner, the Company reserves the right to terminate the contract and will not be required to fulfill the order.
(2) If the Customer defaults in acceptance or if he culpably violates other cooperation obligations, the Company is entitled to demand reparations for the damages caused thereby as well as possible additional expenses. The Customer is entitled to attempt to show that damages to the extent claimed do not exist or are lower than stated. The Customer assumes the risks of an accidental damage to or loss of value of the object being sold at the point at which he entered into acceptance or debtor’s delay.
(3) The Company is liable for delivery default, caused intentionally or due to gross negligence, for each complete month of default in the framework of a flat compensation rate in the amount of 1% of the contract value, but not more than a maximum of 5% of the contract value.
(4) Any further legal claims and rights of the Customer due to delayed delivery remains in effect.

V. Retention of Title
(1) The Company retains ownership of the delivered item until full payment of all claims arising from the contract is made. The Company has the right to make delivery of the item being purchased dependent on complete payment of the purchase price.
(2) As long as he/she has not yet gained ownership of the property, the Customer is obligated to handle the contractual item with due care. He is especially obligated to insure the item sufficiently for its as new value and at his cost against theft, fire and water damages. If maintenance and inspections are required the Customer must carry them out at his own cost at the proper times. As long as the Customer has not taken ownership the Customer must immediately inform the Company in writing if the delivered item could be or has been seized or otherwise subjected to the intervention of any third party. If the third party is not in the position of reimbursing the Company for the judicial and extra judicial costs pursuant to paragraph 771 of the German code of Civil Procedure (ZPO), the Customer is liable for the cost incurred by the Company.
(3) The processing, re-working or modification of the contractual object by the Customer may only be carried out with the permission and under the instructions of the Company. In this case the expectant right of the Customer to the processed or transformed object of the contract continues in force. If the item is being re-worked using other items or materials which do not belong to the Company, it acquires co-ownership of the new item relative to its objective value in relation the other re-worked items at the time of the re-working.

VI. Warranty and Notice of Defect
(1) Any obvious faults in the contractual object must be reported in writing to the Company within two weeks of receipt of the object. Initially, the Customer is only entitled to a non-monetary correction of faults by means of repair procedure. The repair procedure is considered insufficient if, after a failed second attempt, there is no significant change or improvement in the nature of the issue or the fault. A reduction of the purchase price or a cancellation of the contract by the Customer is not possible during the correction procedure. The Customer may ask for a replacement if the repair procedure at least twice fails to correct the fault.
(2) The statutory rights to raise further claims for damages with respect to the conditions shown below are not hereby affected.
(3) Any further legal claims and rights of the Company due to delayed delivery remain in effect.

VII. Other
(1) This contract and all legal relationships between both parties shall be governed by the laws of the Federal Republic of Germany.
(2) The place of performance for all obligations arising from the contractual relationship is 36163 Poppenhausen. Place of jurisdiction – if the Customer is a business entity – is 36037 Fulda.
(3) Any mistakes, unforeseeable omissions or contradictions in this contract shall be dealt with and interpreted in accordance with the principles of the contract and the principles of mutual trust and having regard to the mutual interest of the parties. The legal validity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions. This shall not apply if continued adherence to the contract would constitute unreasonable hardship for one of the parties to the contract.

General Conditions of Sale