

Garage Door Operators

SupraMatic E / P, SupraMatic H / HD / T / HT, EcoMatic / ProMatic, ProMatic P,
ProMatic Akku, BerryMatic, EcoStar / EcoStar Plus, Liftronic, ProLift / ProLift700

Spare Parts Overview
Valid from 01.03.2017

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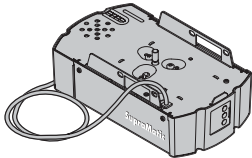
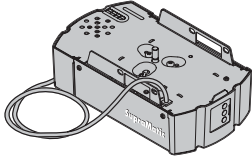
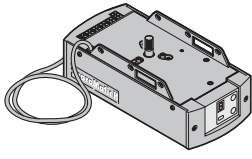
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Symbols Used

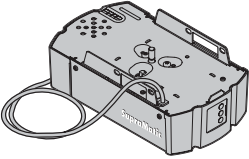
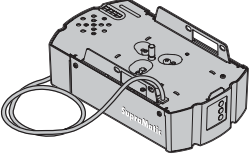
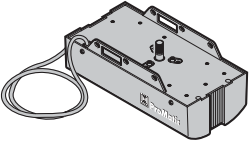
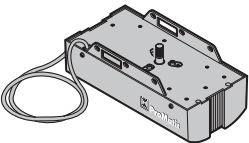
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	Price on request
	Please note the extended delivery times.
•	Prices marked with a dot indicate articles that are available from stock and available immediately ex works.
	Article has been replaced.

1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€	
	Replacement operator SupraMatic E (series 1, not shown) Without fixing material Without radio remote control	1999-01-01 –	435050 ↻	Each		
	Version CH	1999-01-01 –	435051 ↻			
	Version GB	1999-01-01 –	435052 ↻			
	Replacement operator SupraMatic E (series 2) Without fixing material With integrated receiver	2006-02-13 – 2012-06-30	435845	_____	/each	
	Without integrated receiver	2005-10-01 – 2012-06-30	435625	_____	/each	
	Version GB with integrated receiver	2006-02-13 – 2012-06-30	435846	_____	/each	
	Replacement operator SupraMatic E (series 3, not shown) With integrated receiver	2012-07-01 –	4512500	_____	/each	
	Version GB with integrated receiver		4512501	_____	/each	
		Replacement operator SupraMatic P (series 1, not shown) Without fixing material Without radio remote control	1999-01-01 –	435120 ↻	Each	
		Version CH	1999-01-01 –	435121 ↻		
		Version GB	1999-01-01 –	435122 ↻		
		Replacement operator SupraMatic P (series 2) Without fixing material With integrated receiver	2006-02-13 – 2012-06-30	435905	_____	/each
Version GB with integrated receiver		2006-02-13 – 2012-06-30	435906	_____	/each	
Replacement operator SupraMatic P (series 3, not shown) With integrated receiver		2012-07-01 –	4512502	_____	/each	
Version GB with integrated receiver			4512503	_____	/each	
		Replacement operator SupraMatic H (series 1) Without fixing material without radio remote control, with illumination	2004-04-01 – 2005-08-31	435116 ↻	Each	
		Version CH	2004-04-01 – 2005-08-31	435183 ↻		
	Version GB	2004-04-01 – 2005-08-31	435184 ↻			
	Replacement operator SupraMatic H (series 2, not shown) Without fixing material and radio remote control, with illumination	2005-09-01 –	435950	_____	/each	
	Version GB	2005-09-01 –	435951	_____	/each	

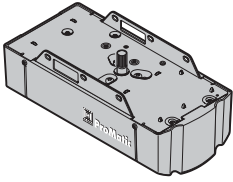
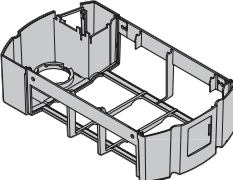
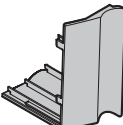
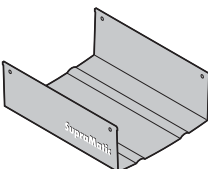


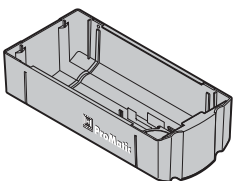
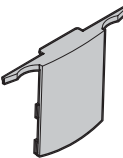
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1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Replacement operator SupraMatic HD (series 2) Without fixing material without radio remote control, with illumination Version GB	2009-01-01 – 2009-01-01 –	435966	Each	/each
			436417	_____	/each
	Replacement operator SupraMatic HT (series 3) Without fixing material and radio remote control, without illumination	2014-07-01 –	4512314	Each	/each
	Replacement operator EcoMatic (series 1) Without fixing material and radio remote control Version GB	1999-01-01 – 2004-02-29	435080 ↻	Each	
		1999-01-01 – 2004-02-29	435081 ↻		
	Replacement operator ProMatic (series 1) Without fixing material and radio remote control Version GB	2004-02-01 – 2006-02-12	435472 ↻		
		2000-07-01 – 2006-02-12	435473 ↻		
	Replacement operator ProMatic (series 2, not shown) Without fixing material With integrated receiver Version GB	2006-02-13 – 2012-06-30	435665	_____	/each
		2006-02-13 – 2012-06-30	435666	_____	/each
Replacement operator ProMatic (series 3, not shown) Without fixing material with integrated receiver Version GB	2012-07-01 –	4512505	_____	/each	
			4512506	_____	/each
	Replacement operator ProMatic P (series 1) Without fixing material and radio remote control Version GB	2004-08-01 – 2006-02-12	435475 ↻	Each	
		2004-08-01 – 2006-02-12	435313 ↻		
	Replacement operator ProMatic P (series 2, not shown) Without fixing material With integrated receiver Version GB	2006-02-13 – 2012-06-30	435715	_____	/each
		2006-02-13 – 2012-06-30	435716	_____	/each



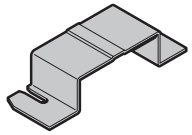
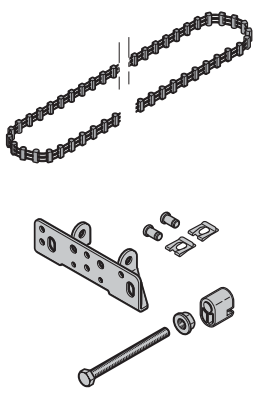
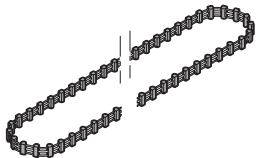
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1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Replacement operator ProMatic Akku (series 1, not shown) Without fixing material and radio remote control	2004-11-01 – 2006-02-12	435186 ↻	Each	
	Replacement operator ProMatic Akku (series 2) Without fixing material With integrated receiver	2006-02-13 –	435745	_____	/each
	Carrier housing incl. plug cover For SupraMatic (series 2) For SupraMatic (series 3)	2005-09-01 – 2012-06-30	439267	_____	/each
		2012-07-01 –	436713	_____	/each
	Plug cover SupraMatic (series 2)	2005-09-01 –	439286	_____	/each
	Aluminium cover SupraMatic (series 2 / series 3)	2005-09-01 –	438578	_____	/each
	Cold light reflector lamp SupraMatic (series 2 / series 3) 12 volts / 20 watts / 60°, incl. retaining spring	2005-09-01 –	439276	_____	/each
	LED reflector lamp SupraMatic (series 2 / series 3) 12 volts / 3 watts		436992	_____	/each
	Operator cover for ProMatic (series 2 / series 3) With plug cover, operating and programming button	2006-02-13 –	439236	_____	/each
	Plug cover for ProMatic (series 2 / series 3)	2006-02-13 –	439237	_____	/each

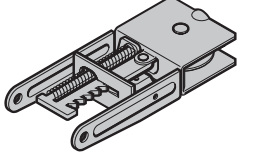
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	Place/date: _____	Stamp and signature _____

1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Light bulb for ProMatic (series 1 / series 2 / series 3) 24 V / 10 watts for bottom section B(A)15s	2006-02-13 –	438313	Each _____	/each
	LED light bulb for ProMatic 24 volt / 1,4 watts for bottom section B(A)15s	13.02.2006 –	439486	Each _____	/each
	Bracket for fixing the operator	1999-01-01 –	438197	Each _____	/each
	Toothed belt (without toothed belt coupling) SupraMatic E / P, ProMatic, ProMatic P and ProMatic Akku Operator boom FS 10, short Operator boom FS 10, medium Operator boom FS 10, long Toothed belt (without toothed belt coupling) SupraMatic E / P, ProMatic, ProMatic P and ProMatic Akku, incl. fitting set Operator boom FS 10 / FS 2, short Operator boom FS 10 / FS 2, medium Operator boom FS 10 / FS 2, long	1999-01-01 – 2005-08-31 1999-01-01 – 2005-08-31 1999-01-01 – 2005-08-31 2005-09-01 – 2005-09-01 – 2005-09-01 –	438100 ↻ 438101 ↻ 438102 ↻ 438583 438584 438585	Each _____ _____ _____ _____ _____ _____	/each /each /each
	Toothed belt (without toothed belt coupling) SupraMatic H Operator boom FS 50, short Operator boom FS 50, medium Operator boom FS 50, long	2000-10-01 – 2003-12-31 2000-10-01 – 2003-12-31 2000-10-01 – 2003-12-31	438482 438483 438484	Each _____ _____ _____	/each /each

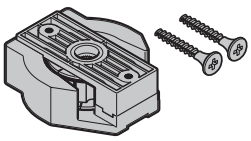
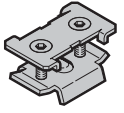
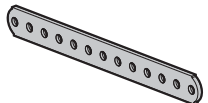
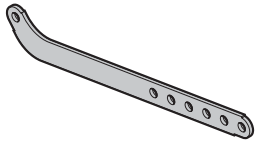

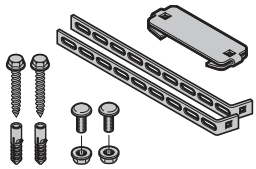
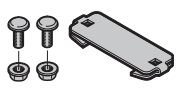
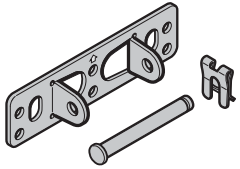
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1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€	
	Toothed belt (without toothed belt coupling) SupraMatic H Operator boom FS 60, short Operator boom FS 60, medium Operator boom FS 60, long	2004-01-01 – 2005-08-31 2004-01-01 – 2005-08-31 2004-01-01 – 2005-08-31	438695 ↻ 438696 ↻ 438697 ↻	Each		
	Toothed belt (without toothed belt coupling) SupraMatic H / HT Operator boom FS 60 / FS 6, short Operator boom FS 60 / FS 6, medium Operator boom FS 60 / FS 6, long	2005-09-01 – 2005-09-01 – 2005-09-01 –	439277 439278 439279	_____ _____ _____	/each /each /each	
	Toothed belt (without toothed belt coupling) for operator boom FS - BerryMatic 5155 mm	2004-04-01 – 2005-10-01	438668 ↻	Each		
	Toothed belt (without toothed belt coupling) for operator boom FS 10 - K	2005-10-01 –	438583	_____	/each	
		Toothed belt coupling For operator booms FS 10, FS 2, FS-BerryMatic, FS 3	1999-01-01 –	438106	_____	/each
		Toothed belt coupling For operator booms FS 60 and FS 6	2004-04-01 –	438698	_____	/each
	Slide carriage SupraMatic E / P, ProMatic, ProMatic P ProMatic Akku, EcoMatic, BerryMatic SupraMatic H (not shown)	2000-10-01 – 2000-10-01 –	438265 438534	Each _____ _____	/each /each	
		Tension unit Booms FS 10, FS 2, FS-BerryMatic Boom FS 50	2000-10-01 – 2000-07-01 –	438290 438480	Each _____ _____	/each /each
		Tension unit Operator booms FS 60, FS 6	1999-01-01 –	438701	_____	/each

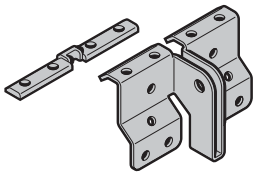
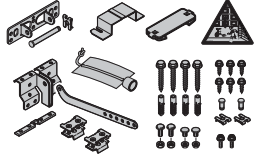
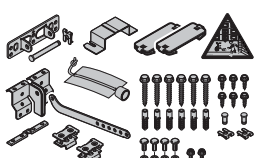
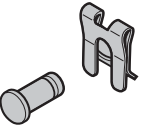
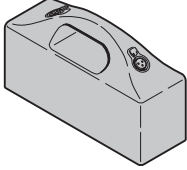
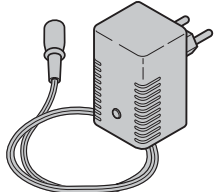
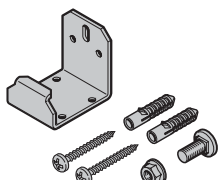
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1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Operator disc holder for side guide			Each	
	FS 10 with toothed belt	2000-11-01 – 2005-07-01	438508	_____	/each
	FS 10 with toothed belt	2005-08-01 –	437747	_____	/each
	FS 50 with toothed belt	2003-12-01 –	438537	_____	/each
	FS 60 with toothed belt FS 60 with toothed belt	2004-12-01 – 2005-07-01 2005-08-01 –	438914 437746	_____ _____	/each /each
	End stop <i>Open and Close</i>			Each	
	SupraMatic E/ P, EcoMatic, ProMatic, ProMatic P and ProMatic Akku, BerryMatic SupraMatic H (not shown)	1999-01-01 – 2000-07-01 –	438111 438535	_____ _____	/each /each
	Fitting bracket, straight			Each	
	258 mm long 493 mm long (not shown)	1999-01-01 – 2002-02-01 –	438384 438742	_____ _____	/each /each
	Fitting bracket, curved	1999-01-01 –	438302	Each	/each
	Suspension anchor 485 mm long	1999-01-01 – 2005-03-31	438186 ↻	Each	
	Suspension anchor 390 mm long	2005-04-01 –	438567	_____	/each
	Set: boom suspension kit	1999-01-01 – 2005-03-31	436051 ↻	Each	
	Set: boom suspension kit	2005-04-01 –	438740	_____	/each
	Set: suspension without perforated anchor	2005-04-01 –	438367	Each	/each
	Lintel joint	1999-01-01 – 2005-07-31	438175 ↻	Each	
	Lintel joint	2005-08-01 –	438577	_____	/each
	Bolts A8 x 75 with SL securing clip	1999-01-01 –	438509	_____	/each

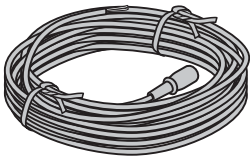
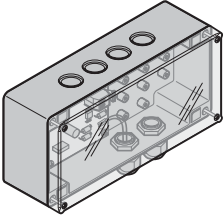
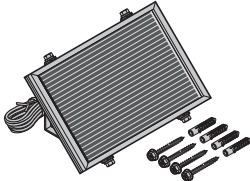
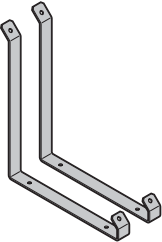
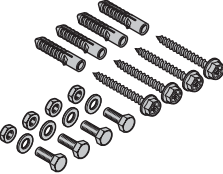
ORDER	Customer no.: _____	Order no.: _____
	Customer name: _____	
	Shipping address: _____	
	Place/date: _____	Stamp and signature _____

1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Link bracket	1999-01-01 –	438164	Each	/each
	Link bracket spacer	1999-01-01 –	438177	_____	/each
	Accessory bag SupraMatic E/P, EcoMatic, ProMatic, ProMatic P and ProMatic Akku	2000-10-01 – 2005-06-30	438415 ↻	Each	
	Accessory bag SupraMatic E/P, EcoMatic, ProMatic, ProMatic P and ProMatic Akku	2005-06-30 –	438565	_____	/each
	Accessory bag SupraMatic H (series 1)	2000-07-01 – 2005-08-31	438525 ↻	Each	
	Accessory bag SupraMatic H/HT (series 2/3)	2005-09-01 –	439262	_____	/each
	Bolts A8 × 19.5 × 16 With SL securing clip	1999-01-01 –	438238	Each	/each
	Replacement battery WA 24 Without holder for ProMatic Akku	2006-05-01 –	438703	Each	/each
	Charging device LG 24 For ProMatic Akku	2004-08-01 – 2010-10-04	438699 ↻	Each	
	Charging device LG 24.1	2010-10-04 –	439552	_____	/each
	UK adapter for charger LG 24.1	2010-10-04 –	439553	_____	/each
	Screw bag with holder for replacement battery WA 24 For ProMatic Akku	2004-05-01 –	438953	Each	/each

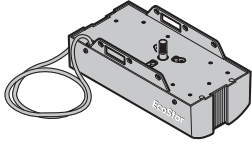
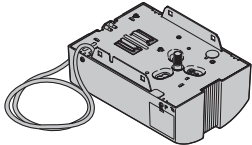
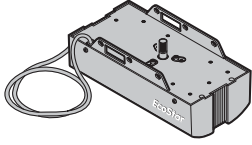
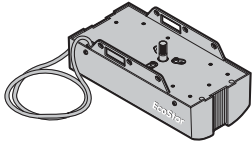
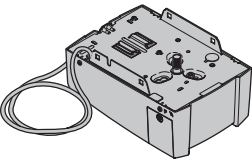
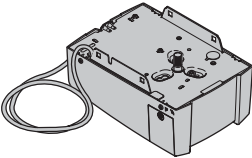
ORDER	Customer no.: _____	Order no.: _____
	Customer name: _____	
	Shipping address: _____	
	Place/date: _____	Stamp and signature _____

1. SupraMatic, EcoMatic, ProMatic, BerryMatic

Article	Description	Production period	Art. no.	Qty.	€
	Connecting cable ZL 24, 5 m From operator to battery, for ProMatic Akku	2004-07-01 –	438959	Each _____	/each
	Charge controller (solar panel) Incl. connecting lead to operator	2004-12-01 –	438973	Each _____	/each
	Solar module with accessories Without charge controller	2006-09-01 – 2009-06-30	436318 ↻	Each _____	/each
	Solar panel set for SM24-1 solar module	2009-07-01 –	436441	_____	
	Solar panel holder (2 units)	2006-10-01 – 2009-06-30	438470	Each _____	/each
	Solar panel set for SM24-1 solar module	2009-07-01 –	436442	_____	
	Screw bag for solar module	2005-06-01 – 2009-06-30	438572 ↻	Each _____	/each
	Screw bag for SM24-1 solar module	2009-07-01 –	436443	_____	

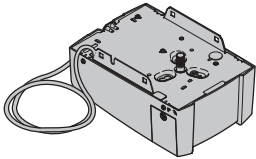
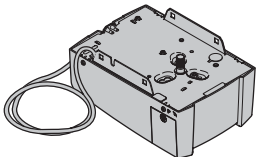
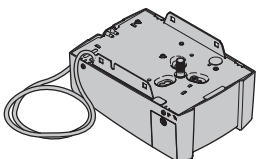
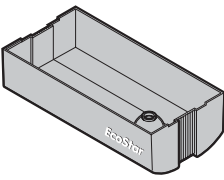
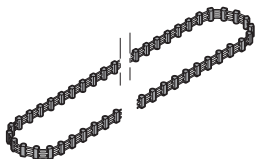
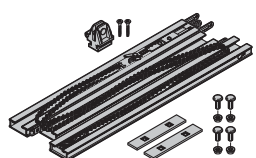
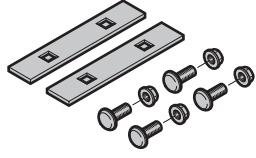
ORDER	Customer no.: _____	Order no.: _____
	Customer name: _____	
	Shipping address: _____	
	Place/date: _____	Stamp and signature _____

2. EcoStar, EcoStar Plus, Liftronic, ProLift

Article	Description	Production period	Art. no.	Qty.	€
	Replacement operator EcoStar Without fixing material with integrated receiver	2001-07-01 – 2008-10-01	435265 ↻	Each	
	Replacement operator Liftronic 800 Without fixing material with integrated receiver	2008-10-01 –	435899	_____	/each
	Version GB With integrated receiver	2001-07-01 – 2008-10-01	435267 ↻		
	Replacement operator Liftronic 800 Version GB With integrated receiver	2008-10-01 –	435899	_____	/each
	Replacement operator EcoStar (type C) Without fixing material with integrated receiver (3 - piece boom)	2008-09-15 –	435534	_____	/each
	Version GB With integrated receiver (1 - piece boom)	2008-09-15 –	435875	_____	/each
	Replacement operator EcoStar Plus Without fixing material with integrated receiver	2006-09-01 – 2009-10-27	435439	Each	
	Replacement operator EcoStar Plus (type C) Without fixing material with integrated receiver	2008-10-01 –	435899	_____	/each
	Replacement operator Liftronic 500 Without fixing material with integrated receiver	2010-08-01 –	435897	_____	/each
	Version GB	2010-08-01 –	435894	_____	/each
	Replacement operator Liftronic 700 Without fixing material with integrated receiver	2010-08-01 –	435898	_____	/each

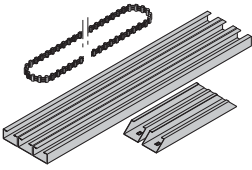
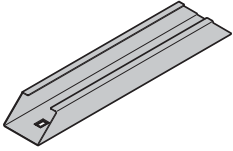
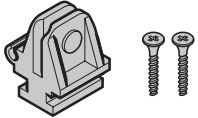
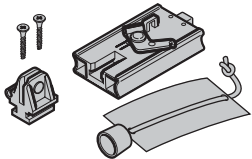
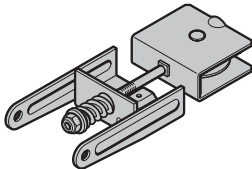
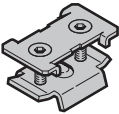
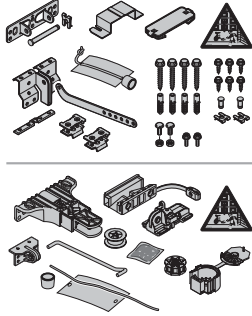
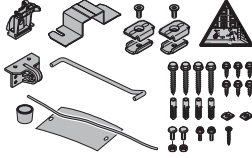
ORDER	Customer no.: _____	Order no.: _____
	Customer name: _____	
	Shipping address: _____	
	Place/date: _____	Stamp and signature _____

2. EcoStar, EcoStar Plus, Liftronic, ProLift

Article	Description	Production period	Art. no.	Qty.	€
	Replacement operator Liftronic 800 Without fixing material with integrated receiver	2010-08-01 –	435899	Each _____	/each
	Replacement operator ProLift	2013-01-01 –	436995	Each _____	/each
	Replacement operator ProLift 700	2013-01-01 –	437005	Each _____	/each
	Operator cover with operating and programming button EcoStar, EcoStar Plus, EcoStar Plus (type C) EcoStar (type C) Liftronic 500 Liftronic 700/800 ProLift / ProLift 700	2001-05-01 – 2008-09-15 – 2010-01-01 – 2010-01-01 – 2013-01-01 –	438955 436682 436684 436685 4549001	Each _____ _____ _____ _____ _____	/each /each /each /each
	Toothed belt (without toothed belt coupling) for boom FS 3 / FS 3-M EcoStar, EcoStar (type C), EcoStar Plus, EcoStar Plus (type C), Liftronic 700 / 800 (455 teeth)	2001-05-01 –	438104	Each _____	/each
	Boom FS 3 EcoStar, (3-part) Boom FS3-M EcoStar, EcoStar Plus, EcoStar Plus (type C), Liftronic 700 / 800	2001-03-01 – 2010-03-14 2010-03-15 –	438595 ↻ 436409	Each _____ _____	/each
	Rail connector set for FS3 / FS3-M guide rail	2001.04.01 –	438303	Stück _____	/St.

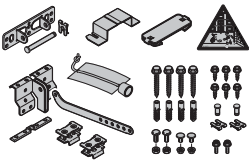
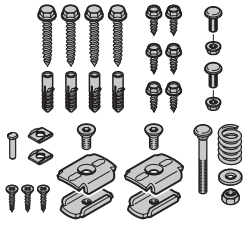


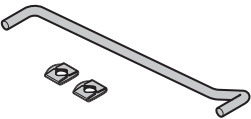
ORDER	Customer no.: _____	Order no.: _____
	Customer name: _____	
	Shipping address: _____	
	Place/date: _____	Stamp and signature _____

2. EcoStar, EcoStar Plus, Liftronic, ProLift

Article	Description	Production period	Art. no.	Qty.	€
	Boom FS 33 Not pre-assembled for Liftronic 500, EcoStar (type C) Incl. toothed belt and fixing material	2010-07-01 –	439482	Each _____	/each
	Coupler for boom profile (439482)	2010-07-01 –	436438	Each _____	/each
	Bracket eye with screws EcoStar, EcoStar Plus, EcoStar Plus (type C), Liftronic 700/800	2001-05-01 –	438124	Each _____	/each
	Slide carriage For EcoStar, EcoStar Plus, EcoStar Plus (type C)	2001-05-01 –	438114	Each _____	/each
	Tension unit EcoStar FS 3 / FS3-M	1999-01-01 –	438129	Each _____	/each
	End stop <i>Open and Close</i> EcoStar, EcoStar Plus, EcoStar Plus (type C), Liftronic 700/800	1999-01-01 –	438111	Each _____	/each
	Accessory bag for EcoStar, EcoStar Plus, Liftronic EcoStar Plus (type C), Liftronic 700/800	2005-06-30 –	438565	Each _____	/each
	EcoStar (type C), Liftronic 500	2008-06-01 –	439470	Each _____	/each
	Accessory bag ProLift	2013-01-01 –	439471	Each _____	/each

ORDER	Customer no.: _____ Order no.: _____
	Customer name: _____
	Shipping address: _____
	Place/date: _____ Stamp and signature _____

2. EcoStar, EcoStar Plus, Liftronic, ProLift

Article	Description	Production period	Art. no.	Qty.	€
	Accessory bag ProLift 700 (GTA2)	2013-01-01 –	438565	Each _____	/each
	Screw bag for EcoStar (type C), Liftronic 500	2008-06-01 –	439472	Each _____	/each
	Light bulb 24 V / 10 watts for bottom section B(A)15s for EcoStar, EcoStar (type C), EcoStar Plus, EcoStar Plus (type C) Liftronic 500, 700	2008-06-01 –	438313	Each _____	/each
	Light bulb 24 V / 21 watts for Liftronic 800	2010-03-15 –	435893	Each _____	/each
	Fitting bracket for EcoSta C, Liftronic 500	2008-09-15 –	438745	Each _____	/each

ORDER	Customer no.: _____ Order no.: _____	
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General Terms and Conditions of Sale and Delivery (Issue 01.03.2016)

§ 1 General

1. Our General Terms and Conditions of Sale and Delivery apply to all deliveries and services in accordance with the contract concluded between us and the Customer.
2. Our General Terms and Conditions of Sale and Delivery are exclusively applicable; Customers' conditions which conflict with or deviate from our conditions are not recognised unless we have agreed to them expressly in writing.
3. Our General Terms and Conditions of Sale and Delivery apply only to transactions with business entities as per § 14 of the German Civil Code [BGB].

§ 2 Entry into Contract

1. Our offers are without engagement and non-binding, unless otherwise agreed. Decisive for nature and scope is our order confirmation. We reserve the right to make technical changes as well as changes in form, colour and/or weight insofar as is reasonable.
2. The offer shall be regarded as accepted only when an order confirmation is issued or the goods are dispatched. The issue of a confirmation of receipt or the receipt of a telephone order do not constitute a binding acceptance. In the case of goods that have to be made to order, following our written confirmation the contract shall be regarded as having been entered into even if details of its execution which may affect price and delivery remain to be clarified. The right to make design and form changes during the delivery period is reserved, provided that the subject of delivery and its function and appearance are not fundamentally altered thereby. There will be no resulting change in price.
3. In respect of figures, drawings, calculations and similar documents, we reserve ownership and copyright. This likewise applies to such documents designated as "confidential". These documents may not be made available to third parties without our express prior approval.

§ 3 Prices and Terms of Payment

1. Unless otherwise specified in the order confirmation, our prices apply "ex works", excluding transport and assembly, which shall be invoiced separately. Costs for packaging, with the exception of small and spare parts, are included. The value added tax as required by law is not included in our prices; this tax will be shown separately on the invoice at the legal rate applicable on the date of invoicing.
2. Our invoices shall be due to be paid net (without deduction) within 30 days. The deduction of discounts requires a special agreement in writing.
3. Should the price of materials increase taxes or levies be increased after the contract has been concluded, we shall be entitled to adjust our prices accordingly if there are at least 4 months between entry into contract and intended delivery.
4. Should the Customer commission not only delivery but also assembly or similar services, these shall be invoiced by the hour unless a fixed rate has been agreed expressly. Our valid Terms and Conditions of Installation shall apply to all assembly services.
5. We are entitled, even in the case of conflicting Customer conditions, to set off payments against the Customer's previous debts. If costs and interest have already incurred, we are entitled to set off the payment against the costs, then to the interest and finally to the main service.
6. We are also entitled to make our remaining claims immediately payable and render the execution of all further services subject to an advance payment or provision of security, if we become aware of circumstances that call the solvency and the credit standing of the Customer into question, in particular in the event of default in payment. The right to claim further damages will remain unaffected.
7. During the delay, the Customer cannot invoke the right to possession. Any claim for return on our side during a delay on the Customer's side shall only be considered as withdrawal from the contract if we have specified this expressly in writing.
8. The Customer shall only have the right to offsetting if the Customer's counterclaims have been determined without further legal recourse, beyond dispute or if the counterclaims have been recognised by us. The Customer can only exert a right of retention if and when the counterclaim rests on the same contractual relationship.

§ 4 Place of Fulfilment, Transfer of Risk

1. Unless otherwise specified in the order confirmation, a delivery "ex works" (INCOTERMS 2010) has been agreed. The risk of accidental loss or deterioration of the goods purchased passes to the Customer upon hand-over of the goods to the shipping agent, the freight forwarder or the person or establishment otherwise appointed to execute the shipment. This shall likewise apply in case of partial delivery or if we have taken over other services (e.g. shipping or assembly).
2. Should the Customer be in default of acceptance, the risk of accidental loss or deterioration of the goods purchased shall pass to the Customer. Any storage costs incurred shall comply with § 5 No. 3.
3. If carriage paid delivery of the goods has been agreed, the means of transport must be unloaded immediately by the Customer. Waiting times will always be at the Customer's expense. Direct delivery to site shall always be regarded as on truck on an even, drivable road. Unloading including transportation to the place of use or storage is the responsibility of the Customer who in the event of delay must bear the cost and risk of unloading, stacking, storage or return transport. The recipient acting on behalf of the Customer at the place of unloading shall be regarded as authorised to accept the load with binding effect.

§ 5 Period of Delivery

1. The period of delivery specified by us shall only begin after clarification of all technical questions.
2. Information on delivery dates shall be considered the expected periods of delivery and are always subject to correct and timely delivery by suppliers and/or other manufacturers to us. The Customer may only set a time limit for the supply/performance if the expected delivery date has been exceeded by more than three weeks. This time limit must be reasonable and must amount to a minimum of three weeks. Claims for damages due to non-compliance with an expected delivery date are excluded. Delays in supply and performance as a result of force majeure or as a result of events which materially impede or prevent us from making delivery – including in particular subsequent material sourcing difficulties for which we are not responsible, interruption of operations, strikes, lockouts, official directives, etc., even if these affect our suppliers or sub-suppliers – will be notified to the Customer immediately. Events of this type entitle us to withdraw from the contract either in whole or in part if the order is not yet completed. In the event of withdrawal, any compensating measures already performed by the Customer shall be reimbursed immediately.
3. Should the Customer be in delay of acceptance, we are entitled to store the goods at the Customer's risk and expense. For the corresponding storage costs, we can optionally demand reimbursement of the actually incurred costs or of a fixed rate of 5% of the invoice sum for each commenced month. This also applies to storage by us. The Customer has the right to prove less damage in the event of a claim to flat-rate damage reimbursement.
4. Should, after the time limit set by us has expired, the Customer refuse to accept the goods or declare to no longer want to accept the goods without entitlement to do so, we can also demand damage compensation due to non-fulfilment.
5. Partial deliveries are permissible to a reasonable extent.

§ 6 Reservation of Title

1. We reserve ownership of the goods until complete payment of all claims from the ongoing business relationship with the Customer. Should the value of the reserved goods exceed the claims to be secured from the ongoing business relationship with the Customer by more than 20%, we are obligated to release the reserved goods on Customer request. The selection of the securities to be released is at our discretion.
2. While retention of title is in effect, the Customer is obligated to treat the goods purchased with care and sufficiently insure them against fire, water and theft at their value when new and at the Customer's expense. Any claims asserted for damages by the Customer against the insurer or other third parties due to deterioration of the reserved goods are right now signed over to us at the amount of the invoice sum. Should maintenance and inspection work be required, the Customer shall perform said work regularly at the Customer's own expense. The Customer must inform us immediately and in writing of all access of third parties to the goods, in particular of all foreclosure and any damage to or destruction of the goods. The Customer must inform us of a change in possession of the goods as well as a change in the Customer's address immediately. The Customer must reimburse us of all damage and costs caused by a violation of this obligation and resulting necessary intervention measures to prevent access of third parties to the goods. In the event of access by third parties, the Customer must also provide us with the necessary help to exercise our rights.
3. The Customer is not permitted to pledge reserved goods nor assign them as security.
4. Processing or transformation of goods supplied subject to the reservation of title is always undertaken by the Customer on our behalf. Should the reserved goods be combined or processed with other items, the reservation of title shall continue for the processed or combined goods. If the reserved goods are processed or combined inextricably with items which are not our property, we shall acquire ownership of the new object in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used at the time of processing or combination. The resulting co-ownership rights shall be deemed to be reserved goods in accordance with these terms and conditions. If our goods are joined or combined inextricably with other movable items into a single object and the other object is to be considered the main object, the Customer shall concede proportionate joint ownership to us should the main object belong to the Customer. In the aforementioned cases, the Customer here and now assigns all ownership rights to the processed, joined, or combined goods to us. Instead of a transfer, the Customer shall hold the processed, joined, or combined object in safe custody on our behalf. For the object resulting from processing, use, or combination, the same applies in all other respects as for reserved goods.
5. The Customer is entitled to resell goods supplied subject to reservation of title by way of due and proper business transactions. The Customer here and now assigns all claims with all rights arising from the resale of the reserved goods to us in full. We accept this assignment. Should the Customer sell the reserved goods – after processing/combination – together with goods not belonging to the Customer, the Customer here and now assigns to us the claims resulting from resale at the value at new of the reserved goods along with all ancillary rights. We accept this assignment right now. The Customer is entitled to collect this claim even after assignment. However, we reserve the right to collect the claim ourselves as soon as the Customer fails to properly meet payment obligations and enters into default, or reasonable doubt about the Customer's solvency and credit standing exists. On our request, the amount of the assigned claim, the person of the debtor and all other information required for collection must be provided, the corresponding documents be handed over and the debtor be notified of the assignment.
6. The right to further processing and resale ends with withdrawal from the contract.
7. During the Customer's standard business hours, we are at all times entitled to enter the offices and operating premises to check the reserved goods and to take possession of the reserved goods insofar as the Customer is unable to invoke rights to possession.

§ 7 Defect Claims

1. The Customer shall be entitled to claims for defect only if the Customer's duties to inspect and report pursuant to § 377 of the German Commercial Code [HGB] have been duly complied with. In the event that complaints are not reported in due time and/or in due form, the goods shall be regarded as accepted.
2. For the delivery of objects, we are free to decide to affect supplementary performance either by repair or replacement. If supplementary performance fails, the Customer can at his choice demand a reduction, withdrawal or compensation. In the event of only minor defects the Customer has no right to withdrawal.
3. As a matter of principle, the nature of the goods purchased shall be defined solely by the manufacturer's product description/order confirmation. Public statements, recommendations or advertisements by the manufacturer do not constitute contractual statements as to the nature of the goods.
4. The period of limitation for defect claims is based on § 438, Para. 1, No. 2 of the German Civil Code [BGB] as long as no deviating time limits have been expressly agreed.
5. The Customer is not entitled to assign claims for material defects.

§ 8 Liability

1. We accept liability within legal provisions, provided the Customer asserts claims for damages that are based on intent or gross negligence. In the event of minor negligence, our liability is limited to predictable, typically occurring damage. We are not liable in the event of minor negligence of non-essential contractual obligations whose violation does not threaten the performance of the contract. This also applies to breach of duty by our legal representatives or vicarious agents.
2. Liability for negligent injury to life or limb or the impairment of a person's health remains unaffected from the above limitations of liability; this also applies to Customer claims according to the German Product Liability Act [Produkthaftungsgesetz].

§ 9 Concluding Provisions

1. The law of the Federal Republic of Germany shall apply. The UN Convention on the International Sale of Goods shall not be applicable.
2. To take legal effect, subsidiary agreements and amendments must be confirmed in writing. This likewise applies to any modification of the clause stipulating the written form.
3. Unless otherwise specified in the order confirmation, our headquarters are the place of fulfilment. The exclusive place of jurisdiction for all disputes arising from this contract shall be Bielefeld, Germany.
4. Insofar as individual terms of the contract including these General Terms and Conditions should be or become ineffective either in whole or in part, this shall not affect the validity of the remaining provisions.

Hörmann: Quality without Compromise



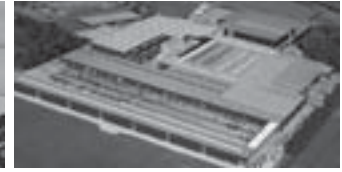
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