

1. Scope of application
These General Terms and Conditions of Sale apply to all contracts on the delivery of goods and related services (hereafter jointly referred to as the "services") concluded by Municom with its customers (hereafter referred to as the "contract"). Municom will provide its services exclusively on the basis of these General Terms and Conditions of Sale, which also apply to all future business relationships with the customer. The customer's general terms and conditions do not become a part of the contract, including if Municom provides its services without any reservations although being aware of these terms and conditions.
2. Offer, conclusion of contract
 - 2.1 The prices of Municom are always non-binding and subject to confirmation; this also applies to quotations submitted by Municom, unless expressly stated as being binding.
 - 2.2 As a rule, a contract is concluded upon the order confirmation given by Municom to the customer. Municom's sales representatives are not entitled to enter into contracts in the name of Municom.
The quality of delivered goods, as stipulated in the contract, is determined finally in the manufacturer's product specification for the respective goods. In particular, the quality due is not determined by any public statements about the goods (e.g. in advertising).
3. Prices and terms of payment
 - 3.1 All prices are stated net plus value added tax and, as a rule, including cost of packaging and transport. Municom is entitled to charge a reasonable flat processing fee for packaging and transport costs as well as for other handling costs. Unless agreed explicitly otherwise, customs duties and other charges are to be borne by the customer.
 - 3.2 Municom is entitled to provide its services only by cash in advance, should there be any factual reasons for this, and reserves the right to decline cheques and bills of exchange as means of payment. Compensation for goods is payable at the latest by the payment date indicated by Municom in the invoice and, if nothing is indicated, upon the receipt of the goods. Insofar as Municom grants the customer additional time for payment, the customer has to pay interest on the relevant monetary claim for the period of deferral.
 - 3.3 Municom may charge interest after the due date, interest on use and interest on deferred payment in the amount of the statutory default interest. As regards payment claims, the customer is deemed to be in default at the latest after 14 days from the payment date indicated in the invoice and, if nothing is indicated, 14 days after the receipt of the invoice.
4. Deliveries and delivery times
 - 4.1 As a rule, deliveries are carried out franco domicile plus value added tax, customs duties and other charges (3.1). Municom is entitled to make partial deliveries, unless this is not acceptable to the customer.
 - 4.2 Delivery dates and periods (jointly "delivery times") are only binding if designated as binding by Municom. Delivery times are subject to the reservation that Municom receives correct and punctual delivery from its own suppliers. The customer is not entitled to refuse to accept any goods delivered due to minor defects.
 - 4.3 In the event of force majeure or other impairments beyond the control of Municom, delivery times are extended for the relevant duration, plus an adequate restart period.
 - 4.4 If shipment of goods is delayed at the customer's request, the risk of performance shall pass to the customer upon notice of the readiness to deliver given by Municom. In this case, the customer has to compensate for any costs incurred due to the delay, in particular for storage of the goods. Municom may charge 0.5% a month of the net invoice amount as costs incurred; the contracting parties are entitled to provide proof of higher or lower costs. Municom's claims due to default of acceptance on the part of the customer shall not be affected.
 - 4.5 In the event of late performance by Municom, the customer may specify an adequate period of at least two weeks in writing. Only if this period has passed to no avail or if specification of a period is not required, the customer may cancel the contract through a written declaration and demand damages in lieu of performance or reimbursement of expenses, insofar as the customer is entitled to it by virtue of law. This is subject to the prerequisite that the customer has met his duties to cooperate in due time and in the proper manner. However, cancellation on the part of the customer is only possible if Municom is responsible for the delay. Clause 7 applies to any claims for damages and reimbursement of expenses against Municom due to late performance or default of performance.
At Municom's request, the customer has to declare in writing with legally binding effect within an adequate period as to whether he wants to cancel or insist on the performance of the contract.
 - 4.6 Before the customer returns any goods, he shall always notify Municom in advance in writing of the date of return and other useful data in order to classify the goods (e.g. customer, offer, delivery note number). No claim for return is connected with that notification.
5. Retention of title
 - 5.1 Municom retains the title to the delivered goods until all claims under the contract have been paid in full by the customer. If Municom has any further claims against the customer, Municom also retains the title to the goods until any and all claims of Municom under the business relationship with the customer have been paid in full. If the contracting parties have agreed upon a current account relationship and if the claim to be secured was included in the current account, the retained title serves as security for Municom's balance claim from the date the balance has been drawn.
 - 5.2 The customer may sell the retained goods in his ordinary course of business, provided that he does not agree on a prohibition of assignment with the purchaser. The customer is not entitled to pledge or transfer by way of security the retained goods. The customer forthwith assigns his claims from the resale of retained goods to Municom. Municom accepts this assignment.
Municom will make any assigned claims against the debtor of the claim only if the customer is late with his payments to Municom or if there are any signs for a significant deterioration of the customer's financial position; the same applies if the customer breaches the contract materially in any other manner. Municom may request the customer to collect the assigned claims in the name of Municom and at the expense of the customer. The customer has to pay any collected claims immediately to Municom. The customer is obliged to submit to Municom in writing all useful information about the assigned claims, in particular about the collection of claims. At the request of Municom, the customer has to notify any third-party debtors in writing of the assignment and provide proof thereof to Municom.
 - 5.3 The processing or modification (hereafter only "processing") of retained goods in order to form a new movable item is carried out by the customer on behalf of Municom in any case, without Municom incurring any obligations as a result. If processing is effected with other goods that are not owned by Municom (third-party goods) and if the third-party goods can be regarded as the main item, the customer has to procure a co-ownership share in the new item in the proportion of the value of the retained goods to the value of the other goods processed at the moment of processing; the value of the retained goods corresponds to the gross amount invoiced by Municom to the customer. If the customer is the owner of these third-party goods, he forthwith grants Municom a respective co-ownership share; Municom accepts this. If after the combining, commingling or mixing of retained goods with third-party goods, any of the third-party goods are to be regarded as the main item, sentences 2 and 3 shall apply accordingly.
If retained goods are combined as an essential component with real property, the purchaser forthwith assigns all assignable claims, including ancillary rights, accrued in respect of this combination, to Municom. If the goods are combined with real property of the purchaser, the purchaser forthwith also assigns his claims, including ancillary rights, from a sale of the real property in the amount of the gross amount invoiced by Municom to the customer for the retained goods; the statutory claims of Municom shall not be affected. Municom accepts this assignment. Clauses 5.2 para. 2 and para. 3 shall apply accordingly.
The customer shall safeguard and maintain the co-ownership or sole ownership created at its own expense for Municom.
 - 5.4 The customer shall notify Municom immediately in writing of any execution measures or other interventions by third parties to the retained goods or to other securities resulting from the retention of title, in particular of the claims assigned in advance, by submitting the documents and information required by Municom to assert its claims and shall inform any third parties immediately in writing about the ownership and securities of Municom. Any costs incurred for the enforcement of rights are to be borne by the customer, unless these are recoverable from third parties.
 - 5.5 If the customer violates his duties in connection with the retention of title, if he fails to treat the retained goods with care or if he fails to fulfil his duties of payment, Municom may demand the return of retained goods, unless the violation of duty is of an immaterial nature. This is subject to the proviso that a reasonable period specified by Municom for fulfilling the obligation and removing the effects of its violation has passed to no avail, unless specification of such a deadline is not required or, in particular, intolerable by Municom. This demand does not result in a cancellation of the contract, unless Municom declares its cancellation in writing.
6. Defects
 - 6.1 The limitation period for claims due to defects of quality and defects of title regarding the services provided by Municom (hereafter jointly the "defects") is one year. In respect of goods it commences upon the delivery, in respect of other services upon their provision. Sections 438 para. 1 no. 2, 479, 634a para. 1 no. 2 of the German Civil Code (BGB) as well as the liability for intent and any warranty assumed shall not be affected.

- 6.2 The customer has to give notice of a defect in goods or services immediately in detail and in writing. This also applies to alleged defects of title. In the case of defects of quality, the notice must include a detailed description of the circumstances under which they have occurred and of the relevant effects. Otherwise, the statutory provisions shall apply to the customer's duty to inspect and give notice of defects.
If the disorder notified does not constitute a defect, the customer has to bear the expenses of the inspection of the deliveries or services and any repairs carried out in line with applicable prices of Municom. This does not apply insofar as the customer, in spite of reasonable efforts, was not able to recognise that the disorder does not constitute a defect or insofar as it relates to defects of title alleged by third parties.
- 6.3 Municom will immediately inspect and analyse all defects which have been notified as stipulated and for which Municom is liable and provide subsequent performance within an adequate period of normally at least two weeks. The customer shall support Municom reasonably in this respect.
Municom may provide subsequent performance, at its own option by taking the customer's interests into account, by subsequent improvement or substitute performance. In the event of subsequent improvement, Municom will, after the due notice of the defect, start analysis of the defect in cooperation with the manufacturer and thereafter initiate rectification of the defect. Municom is entitled to at least three attempts at subsequent improvement regarding a defect of quality.
If it is not possible to rectify a defect of title with reasonable efforts, Municom may take back its services; then the customer owes an adequate amount for the period of possible use of the relevant services. Due to a defect, the customer may retain only that part of payments that is reasonable in respect of the defect and only if a defect exists without any doubts.
- 6.4 Only if subsequent performance within a reasonable period of at least two weeks, specified by the customer in writing, has failed, may the customer reduce remuneration or cancel the contract and demand damages in lieu of performance or reimbursement of expenses, insofar as he is entitled to these rights by virtue of law. The same applies if subsequent performance has failed or if specification of a period is not required for any other reasons. Clause 4.5 para. 2 shall apply accordingly to the customer's right to choose between alternative claims. Clause 4.6 shall be applicable.
In the case of minor defects, the customer has no right of reduction. Claims for damages and for reimbursement of expenses are conditional upon Municom being responsible for the defect.
In the case of defects that are limited to parts of the services provided, the customer may only cancel the contract regarding defective parts of the services, unless the other parts of the services alone cannot be used by the customer in a commercially sensible manner. In addition, clause 7 shall apply to any claims for damages and reimbursement of expenses against Municom.
- 6.5 The customer has no claims for defects if the goods have been modified, improperly installed, maintained, repaired, used by the customer or have been exposed to improper environmental conditions, unless the customer can prove that these circumstances were not causal for the notified defect and aggravate its analysis and/or rectification to a minor extent only.
- 6.6 Clause 6.3 para. 2 and clause 6.4 para. 2 do not apply to the customer's claims for defects in accordance with Section 478 of the German Civil Code (BGB). These claims only exist to the extent that the customer has not made any arrangements exceeding the statutory warranty claims with its purchaser. Clause 7 shall apply to any claims for damages and reimbursement of expenses against Municom.
7. Liability
- 7.1 In cases of intentional damage, liability pursuant to the product liability law and personal injuries, Municom is liable pursuant to statutory provisions. Clause 8 shall apply in addition to Municom's product and manufacturer liability. Otherwise, the Municom's liability is limited as follows:
- 7.2 In the cases of a grossly negligent damage, Municom's liability is limited to the foreseeable damage typical of the contract involved. This limitation does not apply if the damage was caused by a corporate body or an executive employee of Municom.
- 7.3 In the cases of slight negligence, Municom is only liable if the damage was caused by a violation of material contractual duties. The liability is limited to the foreseeable damage typical of the contract involved. Municom is not liable for more remote damage or loss consequential to defects and for remote damage or loss; the same applies to the loss of profit.
- The period of limitation for these claims is one year. The period commences on the date the claim accrues, unless the customer was not able at that date to recognise the circumstances giving rise to liability and the liability of Municom as the debtor.
If Municom is liable for simple negligence, the liability is limited to the amount insured under the third-party liability insurance taken out by Municom in the limits of coverage granted by the insurer.
- 7.4 In the event of strict liability, the liability of Municom is always limited to the foreseeable damage typical of the contract involved. Clause 7.3 para. 3 sentence 3 and para. 2 shall apply accordingly.
- 7.5 Clause 7 shall apply accordingly for reimbursement of expenses and other liability claims of the customer.
8. Product and manufacturer's liability
- 8.1 The customer has to check carefully and on his own responsibility as to whether the goods delivered by Municom are suitable for the use intended by the customer or a third party, in particular in connection with other components and systems, including during the use in practice. In this respect, the customer shall particularly carefully examine possible dangers in the use of the goods and eliminate any risks. The customer will release Municom from any disadvantages resulting from a breach of this duty at the first demand of Municom.
- 8.2 If goods delivered by Municom are built in or integrated into other items, in particular integrated into a system, and cause any damage, the customer will release Municom at its first demand from any claims of third parties if the damage is in an unreasonable relation to the value of the goods delivered by Municom. Unreasonableness exists in any event if the damage exceeds 10,000-fold the selling price of the product delivered by Municom.
- 8.3 Clause 7 shall apply in addition to any product and manufacturer's liability claims of the customer against Municom.
9. Import and export regulations
- The customer has to comply with domestic and foreign, in particular US-American, export and import provisions. The same applies to other domestic and foreign statutory provisions and official orders. The customer indemnifies Municom for any claims made by third parties due to a breach of these provisions or regulations by the customer. If these provisions or regulations impair the performance of the contract, Municom is released from its duty of performance.
10. Other conditions
- 10.1 Municom is entitled to render its services owed, in whole or in part, by third parties.
- 10.2 The customer may offset any amounts owed to Municom's only against undisputed or enforceable claims and may only exercise any rights of retention under such claims. This also applies to the right of retention in accordance with Section 369 of the German Commercial Code (HGB) and other rights to refuse performance. The customer may make any claims for rights to refuse performance only if the claims are based on the same contract. Clause 6.3 para. 4 shall apply to the plea of defects.
- 10.3 The place of performance for both contracting parties is Traunstein, Germany, i.e. the registered office of Municom, unless otherwise agreed in these Terms and Conditions of Sale or in an individual contract.
- 10.4 The contract is subject to the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.
- 10.5 The exclusive place of jurisdiction for all disputes arising from the contract is the Traunstein Regional Court (Landgericht Traunstein), Germany, at the registered office of Municom. Any exclusive places of jurisdiction in accordance with laws shall not be affected.
- 10.6 The Customer may assign its rights under the contract to third parties only with the prior written consent of Municom; Section 354 a of the German Commercial Code (HGB) shall not be affected. Municom shall not unreasonably withhold its consent.
- 10.7 If individual provisions of the contract are or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the sense and purpose of the invalid provision to the legally possible effect; a corresponding regulation shall be deemed to be agreed by that date. The same applies to any regulatory loopholes.