

# Terms and conditions of sale and delivery

## 1. General

All sales, deliveries and offers are made solely on the basis of the following terms of trade. By accepting an offer or by issuing an order, the purchaser agrees to the complete content of our terms of trade. The purchaser's conditions in deviation to these terms oblige us in no manner whatsoever, even if we do not expressly contradict such. Contrary conditions to or deviations from our terms of trade do not become effective unless confirmed by us in writing. Auxiliary, verbal agreements are non-binding. Until some other agreement is made, these terms of trade apply to all business transactions at present and in the future, even if individual orders do not make particular reference to our terms in the course of our business relationship.

## 2. Offers

Our offers are always non-binding and subject to alteration.

## 3. Orders

Orders are not regarded as accepted until we confirm such in writing; this confirmation of order alone is definitive for our delivery obligations. If a delivery is made without prior confirmation, the content of the invoice is the equivalent to a confirmation of order.

## 4. Prices

All prices are subject to alteration. They do not include packaging, are purely net from the place of dispatch, given availability, and are carriage forward, on the proviso that the costs of materials, wages, freight and packaging remain the same. The costs of dead freights – insofar as these are caused by the buyer – are borne by the buyer. In case orders are cancelled or rescinded, the costs, expenses and work incurred up to that date – if unable to be used elsewhere – are borne by the purchaser.

## 5. Delivery

The agreement of a delivery period remains reserved for every order. Delivery deadlines do not start to run until all the necessary documents have been received from the purchaser, until all the necessary approvals have been obtained and until all other obstacles to delivery have been overcome. If it is not possible to ship the goods through no fault of our own, the delivery date is regarded as having been met if readiness to dispatch is notified on time. An obligation to observe agreed delivery dates cannot be accepted unless the course of production remains undisturbed. The consequences of an Act of God, operational breakdowns, sovereign acts, a lack of raw and auxiliary materials at the time of manufacture and other unforeseen circumstances suffered by ourselves or our suppliers entitle us to annul the delivery obligations in full or in part. Non-compliance with confirmed delivery deadlines gives no right to pursue claims for damages or to cancel the order. We are entitled, although not obliged, to deliver the missing quantities of goods at a later date. Claims for damages due to non-fulfilment or late fulfilment are excluded.

## 6. Transfer of risk

Risk is transferred to the purchaser as soon as the goods leave our works or upon handover to a carrier or supplier on our premises. We select the method of transport and the type of packaging at our discretion. In case the purchaser is in default of acceptance, risk is transferred to the purchaser upon notification of readiness to dispatch or readiness for collection.

## 7. Complaints

Complaints cannot be accepted unless these are reported to us in writing within 1 week of receipt of the goods. Concealed defects and complaints can no longer be pursued after the warranty period has expired.

## 8. Damaged cargo by carriers

In extremely very rare cases may happen that the shipment is damaged, this can be caused by mishandling the consignment by carriers or other unknown factors.

The shipment damages liability is in the §§ 425 ff of the German Commercial Code regulated, to make use of this regulation, the receiver of the damaged shipment must prove that the shipment damage was resulted due to cargo mishandling.

The Shipment damage's reliability regulation differentiates between open and covered shipment damages.

**Open shipment damage has to be reported immediately after discovery to the supplier.**

If the cargo damage or the Package damage is from outside view is visible, the damage must be to the transport carrier immediately on the spot reported and the shipment receivment must be declined.

**In case of Concealed damages, the objections deadline is seven days.**

To avoid disagreements over damages we request you kindly to follow the German Commercial Code regulations deadlines.

## 9. Warranty obligation

Our warranty obligation is restricted to the duty of replacing defective parts, insofar as this is possible, with faultless parts at no charge. Parts that have been replaced become our property. If it is not financially viable to replace defective parts from an objective viewpoint, or if this would entail unreasonable expenditure compared to the value of the order, the purchaser has the right to demand a reduction in price. For the rest, claims for damages of whatever nature due to a faulty delivery are excluded, in particular compensation for foregone profit, consequential damages and rights of diminution, conversion, rescission or withdrawal. The warranty period is 12 months from the date of delivery. Liability for defects does not include normal wear and tear, incorrect operation, unsuitable operating materials and arbitrary changes to the goods made by the buyer or other defects in the goods for which we are not responsible. The supplier's warranty terms apply to bought-in goods.

## 10. Reservation of title

Ownership is not transferred to the buyer until it has fulfilled all its obligations under the purchase contract in question. Bills of exchange and cheques are only accepted to facilitate payment. Payment by cheque with the simultaneous justification of a financing relationship by means of bill of exchange is not regarded as settlement of the purchase price. If the goods delivered or parts thereof are assembled in another object, the reservation of title does not expire; co-ownership in accordance with the percentage value of the goods in the new object is rather agreed instead. Even if the buyer cites a certain claim as the subject of redemption upon making a payment, the payment is nevertheless offset against the oldest debt. The buyer is entitled to process or resell the reserved goods in regular business transactions. In contrast, the buyer may not pledge or assign the goods. For the purpose of security in case the goods are resold or reprocessed, the buyer now assigns all claims from the resale along with all other rights it accrues against the third party debtor to us, up to the amount of our invoice sum, and authorises us to collect the proportionate part of the claim. If the buyer collects the assigned claim itself, this is only done on trust. The revenue collected on our behalf must be remitted to us without delay. At our request, the buyer is obliged to notify the assignments to the second buyer and provide us with the information required to pursue our rights against the second buyer. The buyer must inform us without delay if the goods are seized or in case our rights are impaired by third party action in any other way. If the second buyer does not pay immediately in cash, the buyer shall reserve the extended ownership for us.



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## 11. Conditions of payment

The terms of payment are regulated by agreement. In case of default of payment, default interest is payable on the debt at 1% per month. If the payment deadline is exceeded by 30 days, the debtor is in default without requiring any further reminder. Our minimum order value is EUR 50. If this sum is not reached, the quantity of goods supplied will be increased until this value is reached. Discounts agreed take effect from an order value of EUR 50. Invoices for repair work performed by the seller are payable immediately without deductions. Bills of exchange are accepted only after special agreement. Cheques are not regarded as payments until the date that their monetary value can be disposed over. On the proviso of separate agreements, deliveries outside Germany are made cash against documents. The buyer has no right of offsetting or retention, unless the seller has recognised such claims in writing or these have been established by a court of law.

## 12. Documents

Drawings, documents, drafts and cost estimates remain our property. Unless we have given our approval, such documents may neither be reproduced nor made available to third parties. If a contract does not come into being, documents sent with offers must be returned to us without delay. The complete content of our web pages is protected by copyright. Content may only be downloaded or printed out if it is used for the intended purpose.

## 13. Place of jurisdiction and fulfilment

The place of fulfilment for payments and deliveries is 40822 Mettmann. The place of jurisdiction for all disputes arising from a contract and for disputes concerning the obligations under a contract is Mettmann.

## 14. Miscellaneous

Even if individual provisions are legally unworkable, the remaining provisions of the purchase or delivery contract and these terms remain binding.



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