

Conditions of Sale and Delivery

1. General

All contractual agreements and quotations shall be subject to the terms and conditions below. By placing his order, the Customer shall be deemed to have recognized these conditions, which will also govern any future transactions, even if no explicit reference is made to them. Any conflicting purchase conditions issued by the Buyer, which are not explicitly confirmed by us in writing, shall not be binding on us, even if we do not explicitly object to them.

2. Offers

The offers submitted by us or by our sales representatives shall be without engagement. Solely our written Order Confirmation shall be binding on us. We reserve the right to carry out minor modifications in respect of the weights, dimensions, colours, etc. indicated in our sales documentation. We reserve the rights of ownership and copyright in all cost estimates, drawings and other documentation; the Buyer undertakes not to provide access to such documents to a third party, while we undertake to provide access to drawings etc. designated by the Buyer as confidential to any third party only with his consent.

3. Prices

Our prices are to be understood ex works, plus packing, plus value-added-tax at the current rate. Deliveries free of charge or free German border shall be subject to freight and packing costs in the amount of three per cent (3 %) of the order value, however in no case less than 8,00 Euro.

4. Payment conditions

4.1 Our invoices are due for payment within ten (10) days from the date of invoice less two per cent (2 %) discount, or within thirty (30) days from the date of invoice without deduction. The customer shall not be entitled to a two per cent (2 %) discount as long as invoices of an earlier date are still outstanding. This mode of payment shall not apply to any invoices for repair or assembly works, or to calculations of pieces of equipment, which are to be paid upon receipt without deduction.

4.2 In the event the Buyer exceeds the term of payment, or if we are not in receipt of the full amount on the stipulated date, the Buyer shall be deemed to be in default even without a reminder. We shall then have the right to charge default interest on the amount outstanding, starting on the contractual due date of payment, at the rate charged by the banks for credit on current account, however in no event less than three per cent (3 %) on top of the current discount rate charged by the Deutsche Bundesbank (German Central Bank). Bills will only be taken in fulfilment, if expressly agreed upon by us in writing.

4.3 The Buyer shall not be permitted to retain or set off any amount payable for the purpose of settling any counter-claims that have been disallowed by us.

5. Delivery

5.1 Each delivery is made at the risk of the Buyer. The risk passes to the Buyer as soon as the consignment leaves the production plant or stores of the manufacturer. We reserve the right to choose the shipping route that seems most practicable to us.

5.2 The party taking receipt of the consignment undertakes to examine the goods without delay in respect of completeness and visible damage, and to inform us about any loss or damage without any culpable delay.

5.3 The delivery period shall run from the date on which the Order Confirmation is posted by the Seller, however it shall not commence before all documents approvals and releases have been furnished by the Buyer and any advance payments provided for in the Contract have been received by the Seller.

5.4 The delivery time shall be deemed to have been met, if the goods to be delivered have left the Seller's works or notice has been given to the Buyer that the goods are ready for dispatch before the delivery term expires.

5.5 The delivery period shall be reasonably extended in the case of labour disputes, in particular strikes and lockouts, and in the case of unforeseen circumstances, which are beyond the control of the Seller, provided that such circumstances are proved to have a strong bearing on the completion or delivery of the goods to be supplied under the Contract. The delivery period extension shall also be granted, if the above type of circumstances occur at one of the Seller's sub-suppliers'. The Seller shall not be liable for any of the said circumstances, either, if their occurrence coincides with an already existing delay. The Seller undertakes to inform the Buyer about the beginning and end of such circumstances, if deemed to be a major obstruction, as soon as possible.

5.6 If the Buyer suffers a loss due to a delay on the part and within the liability of the Seller, he shall, to the exclusion of further claims, be entitled to claim damages for the loss suffered by reason of the Seller's failure to deliver in due time. The amount of damages shall be ½ per cent for each complete week of delay, but shall not exceed the total of five per cent (5 %) of the price payable for that portion of the goods to be supplied, which could not, in consequence of the delay, be put to the use intended on time or as provided for in the Contract.

5.7 If the Buyer requires dispatch of the goods to be postponed, he will be charged with the cost of storing the goods on the Seller's premises commencing one month after notice has been given to the Buyer that the goods are ready for dispatch. The cost of storage will be charged at the current storage rate, however in no event at less than one half per cent (½ %) of the invoice amount for each month's delay. After the setting and fruitless expiration of a reasonable deadline, the Seller shall have the right to dispose of the goods as he sees fit, and to make delivery to the Buyer within a reasonably extended delivery period.

5.8 If delay in dispatch is due to circumstances within the control of the Buyer, the risk shall pass to the Buyer on the date notice is given of the goods' readiness for dispatch. However, at the request of the Buyer and at his expense, the Seller undertakes to insure the goods against any risks required by the Buyer.

5.9 The Seller's performance of his obligation to deliver in due time shall be subject to the Buyer's performance of his obligations under the Contract.

5.10 Part deliveries shall be permissible.

6. Warranty

6.1 We will repair, and if necessary replace, any delivered goods found to be defective or not meeting the warranted characteristics and quality, as well as any defects becoming apparent during the warranty period, at our discretion and to the exclusion of any further warranty claims on the part of the Buyer, provided the Buyer informs us about the defect in writing without delay; in the event of a visible defect not later than 10 days after taking delivery of the goods, in the event of a non-visible defect immediately after its detection. The warranty period ends latest 24 months after the goods have left our works.

6.2 All warranty claims on the part of the Buyer become void in the event of improper use, improper assembly or improper commissioning of the goods delivered, or in the event he himself or a third party, in breach of existing agreements, carries out modifications or repairs on goods delivered or repaired by us. After having carried out such a modification, the burden of proof that the reported defect is not the result of the said modification lies with the Buyer.

6.3 The returning of goods that are in perfect working order shall only be accepted after our prior written consent. Depending on the condition of the goods, the Seller shall be entitled to a deduction of at least fifteen per cent (15%) of the order value of the goods from the amount credited to Buyer's account to cover the handling and repacking costs incurred by the Seller.

7. Retention of title

7.1 Title to the goods will not pass to the Buyer until payment has been made in full of all outstanding debts resulting from our business relationship with the Buyer.

7.2 Until payment in full, the Buyer shall be permitted to resell the goods under reservation of title to third parties only in the normal course of its business. He undertakes neither to pledge the goods under reservation of title to any third party, nor to effect a transfer of title for the purpose of securing a debt. When reselling the goods under reservation of title on credit, the Buyer undertakes to safeguard our property rights from the retention of title to the goods. The Buyer hereby assigns to us all rights and claims arising in his favour from the resale. We accept the assignment.

7.3 We shall be entitled to demand restitution of the goods under reservation of title at any time after the Buyer is in default of payment.

7.4 If the goods under reservation of title are used in the manufacture of a new article, we shall be considered its manufacturers and the new article becomes our property without the Buyer being allowed to raise any claims from this transfer of title. If the goods under reservation of title are processed into a new article together with other materials, said article shall become our property proportionately to the value of the goods supplied. If the goods supplied are connected to, incorporated in or mixed with another article, thereby rendering the said article into the principal article, co-ownership of the article is transferred to us proportionate to the gross invoice amount of the goods under reservation of title supplied.

7.5 We undertake, when requested by the Buyer, to replevy the securities due to us according to the foregoing provisions at our discretion to the extent that their value exceeds the debts to be secured by twenty percent (20 %) or more.

8. Place of performance, place of jurisdiction

Place of performance for all contractual obligations shall be Meinerzhagen. The place of jurisdiction for all disputes arising from or in connection with the performance of this contract or its establishment shall, as a rule, be decided at our company's place of business, but we expressly reserve the right to institute an action before the court of the Buyer's principal place of business. The contract is subject to German Law.