

General Terms and Conditions



1. Offers and conclusion

- a) These terms and conditions apply to all – also future – deliveries and services. The customer's terms and conditions of business are only valid if we accept them in written form to conclude the respective contract. Our terms and conditions shall be deemed accepted at the latest upon acceptance of our delivery of service
- b) Our offers are subject to change. Validity max. 60 days. All agreements shall only become legally effective with our written confirmation.

2. Prices

- a) Decisive for the price calculation is the price valid on the day of delivery or service plus the legal value added tax.
- b) The prices are net ex works. Packaging, postage and other costs of shipment will be charged to the buyer.

3. Delivery period

- a) The delivery dates stated in the offers and order confirmations, are given by us to the best of our knowledge and are binding.
- b) In case of delays, the client must set a reasonable grace period in written form.
- c) The delivery is carried out timely, as soon as the goods leave our factory or warehouse before the deadline expires.
- d) Circumstances or events for which we are not responsible and which make delivery impossible or unreasonably difficult, e.g. traffic and operational disruptions, shortages of raw materials or energy, strikes or lockouts, unrest, war or civil war-like conditions, shall release us from the delivery obligation for the hindrance of a reasonable start-up period, even when they occur to our suppliers.

4. Delivery and risks during transport

- a) The delivery is always at the risk and expense of the buyer:
After the delivery of the goods to the transport company, the risk is passing to the buyer, even in the case of postage paid by the carrier, FOB or CIF transactions.
- b) The buyer is obliged to check the goods immediately after delivery for the completeness and visible damage and to notify the courier and us of any loss or damage.

5. Special delivery conditions

- a) If the ordered goods are a construction deviation or special form, return or conversion are excluded.
- b) Return of goods may only take place with our written consent, 15% of the value of the goods will be charged as processing fee.
- c) Minimum amount of invoice (exclusive VAT) is Euro 50,-.

6. Payments

- a) We request to transfer all payments to our bank account.
- b) Payment terms: Payable after receipt of the invoice without deduction.
- c) As far as agreed, there will be a deduction of 2% discount for the payment made within 10 days.
- d) Overhaul and direction work as well as telephone orders without written confirmation by the client are delivered cash on delivery.
- e) In the case of foreign orders, an irrevocable, confirmed letter of credit must be opened, payable against a forwarding agent's certificate of acceptance. All costs incurred are at the expense of the buyer. For custom-made products, 50% of the order value must be paid in advance, the remainder net upon delivery.
- f) For foreign orders as well as new customers the payment is made against prepayment.
- g) Exceeding of payment limit of is determined by the receipt of the amount of invoice at our unconditional disposal. We only accept cheques on account of performance. Payments by bill of exchange are only possible upon special agreement.
- h) Where the payment deadline is exceeded or payment is not done in full, the client shall be in default even without a reminder. In this case, interest on arrears will be charged at 4% above the ECB discount rate, as well as the costs of the dunning procedure. The law for the acceleration of due payments according to § 641 a BGB applies.
- i) If the buyer is in default of payment (max. 4 weeks after receipt of goods) or if there are reasonable doubts about his financial solvency, we are entitled to make all claims against him immediately due and payable and/ or to demand security deposits even before delivery, to withhold outstanding deliveries on this contract, as well as other contracts in whole or in part or to withdraw from existing contracts.
- j) Offsetting against counterclaims is only permissible to the extent that they are recognised as existing and due or have been legally established.

7. Reservation of ownership

- a) The delivered goods shall remain our property (goods subject to reservation of title) until all claims have been met, even if payments are made for specially designated claims. In the case of a current account, the retained title shall apply as security for our balance claim.
- b) If the customer does not fulfil his contractual obligations towards us, we are entitled to demand the return of the reserved goods. In this respect, the customer has no right of ownership of the goods.
- c) The treatment and processing of the reserved goods shall be carried out for us as manufacturer without any obligation on our part. In the event of processing by the customer with other goods not belonging to us, we shall be entitled to co-ownership of the manufactured item in the ratio of the invoice value of our processed reserved goods to the sum of the invoice value of all other goods used in manufacture. If our goods are mixed or combined with other objects, it is hereby agreed that the ownership of the customer of the mixed stock or the uniform object shall pass to us to the extent of the invoice value of our reserved goods and that the customer shall store these goods for us free of charge. The object resulting from the processing or the combination are reserved goods in the sense of these conditions.

- d) The customer may only sell or process the reserved goods in the normal course of business, at his normal terms and conditions of business and as long as he is not in default. He shall only be authorised to process further the goods if the claims from the resale together with ancillary rights are transferred to us to the extent resulting from the following paragraphs. He is not entitled to dispose of them in any other way.
- e) The claims of the customer from the resale of the reserved goods together with all ancillary rights are hereby assigned to us in full, regardless of whether they are sold to one or several parties. If the reserved goods are sold after combination or mixing or processing with other goods not belonging to us in advance by the customer on the purpose of fulfilling a contract for work and materials to the same extent as stipulated in the above sections for the claim from the resale. The customer is entitled to collect the claim assigned to us until revoke (see also 1-3) but only as long as he is not in default of payment.

- f) If our claims (according to 6.a-j) become due or if the customer violates his other obligations, we shall be entitled:

1. to revoke the authorization to sell, process or install the reserved goods and to collect the claims assigned to us.
2. to demand the surrender of the goods subject to retention of title, without the customer being entitled to a right of retention against this claim for surrender and without us withdrawing from the contract as a result.
3. to inform the third-party debtors of the assignment

- g) The customer is obliged to provide the information required to assert our rights and to hand over the documents required for this purpose. Within the scope of the extended and prolonged reservation of title, we are obliged to release the securities to which we are entitled according to the above conditions at our discretion at the request of the customer to the extent that their realizable value exceeds the claim to be secured by 20%.

8. Notification of defects and warranty

- a) The notice of defects must be issued to us immediately upon receipt of the goods in writing or by telefax. If defects occur, the processing of the goods must be stopped immediately.
- b) If the customer does not immediately give us the opportunity to convince ourselves of the defect, in particular if he does not make the rejected goods available on request or does not provide samples of them, all claims for defects shall lapse.
- c) In the event of a justified complaint, the customer is entitled, at our discretion, to a claim for a free rectification of defects or, if the goods are returned, to a replacement delivery within a reasonable period. Transport costs are always at the expense of the customer. Our warranty does not extend to consequential damage.
- d) For devices requiring testing, the warranty is valid for the specified period of time, according to the test certificate and operating manual, but only if the device has been serviced according to instructions and has not been dismantled or modified.
- e) For damages due to natural wear and tear, unsuitable or improper use, faulty assembly by the client or third parties, as well as faulty or negligent handling, special, excessive stress, use of unsuitable equipment or commissioning contrary to the technical operating instructions supplied, any warranty is excluded.
- f) Claims due to the absence of a warranted characteristic can only be asserted if a specific characteristic has been expressly warranted by us in writing in the isolated case.
- g) Claims for defects become time-barred at the latest 6 months after passing of risk.

9. Liability and limitation period

- a) Our liability is based exclusively on these terms and conditions. All claims expressly granted herein – including claims for damages for whatever legal reason – are excluded, to the extent legally permissible, unless they are based on a grossly negligent breach of contract by us, by a statutory representative or vicarious agent.
- b) All claims against us shall be time-barred at the latest in one year, unless shorter limitation periods are regulated by law or agreed by these terms and conditions.

10. Conclusion

- a) Telephone and other verbal agreements require our written confirmation to become legally effective.
- b) All verbal and written information on the suitability and possible applications of our articles result from the best of our knowledge. However, they only represent our experience, which is regularly not valid as warranted; they do not justify any claims against us. In particular, the customer shall not get rid of the obligation to satisfy himself of the suitability of the delivered goods for the intended purpose by conducting his own tests.
- c) The legal invalidity of individual provisions shall not affect the binding nature of the contract as a whole. By placing an order, the client agrees to the above provisions.

11. Place of performance and jurisdiction

The place of performance for our deliveries and other services is Schwelm.