

General Terms and Conditions for Delivery and Payment

I. In General

1. Unless other Terms and Conditions have mutually been agreed upon in writing solely the following Terms and Conditions are valid for all present and future deliveries and services. The requirement for the written form may only be dispensed if this is stated in writing by both parties. Divergating conditions of the Purchaser do not become a contractual part even though they may not have been explicitly rejected. Our Terms of Delivery and Payment are deemed acknowledged at acceptance of our goods at the latest.
2. Sales representatives are solely agents and as such not entitled for contractual statements.
3. By signing the contract non-merchants agree to the General Terms and Conditions for Delivery and Payment as part of the contract.

II. Quotation and Order

1. Quotations of the Supplier are without obligation and refer to quality according to custom and usage.
2. Transactions, agreements and explanations shall become binding for the Supplier by a written confirmation.
3. All obligations of the Supplier from this business are subject to proper supply to us.
4. The rights of the Purchaser from the contract can only be transferred with the prior consent of the Supplier.

III. Prices

1. Prices are understood to be net cash, above 500 kg free delivery, below 500 kg ex works, if not specifically agreed to otherwise in writing. The statutory value added tax will be charged in addition.
2. Prices valid on the day of delivery will be charged. The supplier is entitled to bill to the customer's account increased prices to a reasonable extent should there be any changes of prices of our suppliers, raw materials, wages and salaries. All fees, public dues, newly added taxes, duties, freights or their increase and surcharges even if they occur with our supplier have to be borne by the Purchaser.
3. If the Supplier assumed responsibility for the freight, he shall be at liberty either to deliver freight-free or not free and to reimburse the actual freight costs on request for proof. Prices stated as freight and carriage paid shall apply only on condition of open and unimpeded considered transport. Dead and additional freights including those incurred by shipping instructions of the Purchaser or by the special nature of the goods (bulky goods and so on) shall be borne by the Purchaser in any case.
4. Unless explicitly otherwise agreed on otherwise, desired or considered necessary packing by the Supplier is charged at cost price. The return of still usable packaging requires a special agreement.

IV. Terms of Payment

1. The Supplier's invoice is due immediately after delivery ex works or Supplier's stock (whatever date is earlier) and made payable in cash without any deduction within one week from the due date unless agreed otherwise. The Supplier is entitled as of the due date to charge interest at a rate of 4 percent above the respective discount rate of the German Central Bank, plus VAT, without the need of default on payment to have occurred. Delivery is equal to notification of readiness for dispatch ex works or stock
2. Bills of exchange will be accepted as payment only in accordance with a written agreement and subject to return at any time and any liability in respect of orderly protest is excluded. All costs arising from the acceptance and enforcement of bills and discounting are at Purchaser's expense.
3. The asserting right on retention of any kind and offsetting with counterclaims that are not recognised by the Supplier or not legally recognised is not permitted.
4. Although terms of credit and acceptance of bills, all claims shall be made payable immediately when terms of payment are not met or circumstances become known to the Supplier which reduce the Purchaser's creditworthiness or failure of payments or if composition or bankruptcy proceedings have been instituted against him. In this case the Supplier is entitled to claim payment in advance for outstanding deliveries. Without withdrawing from the contract the Supplier may also prohibit the processing and sale of delivered goods – even though already processed – and cancel the collection authorization Clause. X 6, demand the return of the products at the expense of the Purchaser and take into repossession without the Purchaser being entitled to a retention or similar law. The Supplier may be entitled to realise best price for such seized or removed goods to which we retained title by private sale and to credit the customer's account with the proceeds of the sale after deducting the costs.

V. Delivery Times and Delivery Periods

1. Agreements on Delivery Times and Delivery Periods are regarded as approximate only, partial deliveries are permitted.
2. Delivery Times run from the date of confirmation of the order by the Supplier.
3. Delivery Times and Periods relate to notification of readiness to dispatch, latest from dispatch ex works or stock, apply being met upon notification of readiness for dispatch, even though the goods may not or may not be posted on the most economical shipping route through no fault of the Supplier.
4. Damage compensation claims towards the Supplier for failing to comply Delivery Times or Delivery Periods or for non-performance are excluded, unless the Supplier has caused the delay or non-performance intentionally or grossly negligent. From the delay or non-performance of partial deliveries the Purchaser can not derive any rights in respect of the remaining partial deliveries.

VI. Delivery, Shipment, Acceptance

1. Force majeure including strikes, lockouts, mobilization, war, blockade, import and export ban, raw materials and fuel shortages, fire, traffic blocks, disruption of the operation or transport and other circumstances that enables the Supplier or its suppliers through no fault a timely delivery (difficult or impossible) and entitle the Supplier to delay the delivery or to withdraw the contract in whole or partly regarding the non-performed part at the Supplier's option.
2. By setting a reasonable deadline the Purchaser may demand the Supplier to state whether he will deliver or withdraw within a reasonable period of grace. If no statement of the Supplier is done within a reasonable period, the Purchaser is entitled to withdraw.

3. Goods which have been declared ready for delivery at the agreed date must be called off immediately. Otherwise the Supplier is entitled at his sole discretion to stock them on Purchaser's cost and risk and regard them delivered ex work or stock. This also applies if the shipping cannot be done due to traffic blocks or other circumstances not caused by the Supplier or if the Supplier puts the goods on stock at Purchaser's request. For delivery ex Purchaser's place of usage, costs will be borne by the Purchaser from the time on which goods have to be taken.
4. Shipping route, means of transport and protection shall be left to the Supplier's choice.
5. If expressly agreed to verification and/or acceptance before dispatch of goods only at Supplier's work or at stock and after notification of goods being ready for dispatch. All acceptance costs shall be borne by the Purchaser. If a verification and/or acceptance does not take place, not on time or not completely the Supplier is entitled for dispatching without verification and acceptance or store the goods at the Purchaser's expense and risk. The goods shall be regarded as contractually delivered and accepted in every respect on the day of dispatch or storage
6. The Purchaser shall be obliged to unload immediately after receipt of goods. Unloading costs shall be at Purchaser's expense.

VII. Risk

1. With notification of readiness for dispatch, transfer to the forwarder or carrier, at the latest, on leaving the plant or storeroom, the risk, including seizure, shall in any case pass to the Purchaser (including FOB, CIF and similar transactions) This also applies when the Supplier has assumed the insurance of goods.

VIII. Dimensions, Weights, Quality, Surplus- and Short Delivery

1. Deviations of dimensions, weight and quality are permitted within the framework of standards of the Supplier, for DIN standardised goods within DIN tolerances. Decisive are always the drawings of the Supplier with certified notification of the Purchaser.
2. Determined quantity at the Supplier's plant or storeroom is relevant and become definite by presentation of record of Suppliers plant, delivery receipt of storeroom or weighing slip.
3. Depending on the type of products, deviations of weight and quantity up to 10 % are permitted.

IX. Warranty

1. The contractual condition of goods is defined at the point that risk is transferred.
2. Notices of defect shall be excluded when goods are checked and accepted or applied accepted in accordance to section VI 4.
3. For faults which also includes the absence of guaranteed qualities, they must be reported immediately in writing subject to immediate discontinuation of handling and processing. Faults shall be excluded at the end of two weeks from receipt of goods at destination with recognizable (open) defects with most careful examination and at the end of three months for hidden defects.
4. As defective notified goods shall be stored suitable and an opportunity for inspection to the Supplier or a third person authorized shall be given. Furthermore the Purchaser has to discontinue handling and processing of the as defective notified material immediately. As defective notified goods or samples (of Supplier's choice) must be made available to the Supplier immediately on his request. If these obligations shall be failed or if defective notified goods shall be continued to be processed further or handled or sold, any claims arising from the deficiency shall become invalid.

5. Claims based on defects can only be asserted when defective goods are more than 5 % of the total delivery quantity.
6. Should the Supplier be liable for defective goods is it of the Supplier's option for a re-delivery free of charge and freight of fault-free goods and taking back the defective goods or refund of the reduced value.
7. Further claims on part of the Purchaser are excluded in particular the claim to change, replacement of deficiencies and consequential damages as well as costs for reworking, wages, sorting and storage and so on.
8. The Purchaser may not exert any rights concerning the remaining part quantities due to defective partial deliveries.
9. Claims by the Purchaser for and from this warranty lapse in accordance to statutory provisions.
The Supplier is relieved of the obligation to satisfy the claims of the Purchaser and of warranty, if these claims are not filed in court in writing within one month after the successfully made rejection of notice of defects. By negotiations on the notice of defects, the Supplier shall not waive the objection that the notice of defects was not made on time or sufficient or in the right form.
10. These Terms of Warranty also apply when goods are processed by the Supplier on behalf of the Purchaser regardless of whether they were delivered. Substitute to the redelivery is in this case rectification by reworking. Claims payable towards the Supplier of whatever kind and irrespective the legal foundation shall be limited to the amount of the agreed handling costs.

X. Retention of Title

1. All deliveries are subject to retention of title. All goods remain the property of the Supplier until any and all accounts receivable against the Purchaser (including future accounts) are been paid– deriving from this business relationship irrespective the legal foundation especially the appropriate balance receivables.
If the Supplier should meet any obligation towards the Purchaser or third parties for financing or refinancing the purchase price or if such obligations occur due to acceptance of bills, guarantees or other direct or indirect assumption of liability by the Supplier, when the Supplier is released from any liability towards Purchaser and third parties.
2. Machining and processing of the conditional goods take place for the Supplier as the manufacturer within the meaning of Article 950 of the German Civil Code (BGB) without obligation to the Supplier, processed goods are deemed to be conditional goods. With processing, combining and mixing of the conditional goods with other goods by the Purchaser, the Supplier obtains ownership to the object created in the ratio of the invoice amount of the conditional goods to the value or invoice amount of the other used goods. If the Supplier's title expires due to machining or processing, combining or mixing, the Purchaser shall transfer the title of the new stock or item to the extent of the invoice value of the conditional goods The new product or item is considered to be conditional goods.
3. The Purchaser has to store the conditional goods free of charge for the Supplier and in commercially-suitable condition. Any time the Supplier may request the Purchaser to store or mark the conditional goods in particular or return them without the need of the Supplier to withdraw first. The Purchaser is obliged to inform the Supplier any time of the conditional goods which are still in his possession, the place of storage and possibly condition of machining or processing. The Supplier is entitled to inspect the conditional goods any time.

4. The Purchaser may sell the conditional goods only in the course of customary business as long as he is not in arrears with payment or other contractual obligations to the Supplier provided that the claims from the resale pass to the Supplier according to following regulation item 5.
5. The Purchaser assigns the claims arising from the sale of the conditional goods to the Supplier. If the conditional goods are resold together with other goods, the assignment shall apply only up to the amount of the Supplier's invoice value of the sold conditional goods. In case of resale of goods in which the supplier is entitled to co-ownership, the assignment of the claim applies proportionately in the ratio of co-ownership. The assigned claims shall guarantee the conditional goods to the same extent.
6. The Purchaser is entitled to collect claims from the resale until effective revocation permitted at any time. The Supplier shall only exercise his rights of revocation in the cases specified above of section IV 4. The Purchaser is not authorized to assign claims to a third party. At the Supplier's request the Purchaser shall be obliged to inform his customers immediately of the assignment and to give all information and documents necessary for collection to the Supplier.
7. The Supplier shall be informed immediately by the Purchaser of a levy of execution and any other impairments of the conditional goods and the assigned claims.
8. Should the value of the securities granted to the Supplier exceed the receivables to be guaranteed sustainable by more than 20 % the Supplier will have to release securities depending on his choice, on request of the Purchaser.
9. The Purchaser is obliged to insure the supplied goods adequately against all usual risks, especially fire, burglary and water hazards and to handle them with care.

XI. No Liability for Technical Information

1. The Supplier assumes no warranty for technical information, recommendation and advice, they are not deemed an assurance for property. This also applies to the issue of technical guidelines.

XII. Other Provisions

1. The Purchaser is not entitled to use goods in Germany or return them processed to Germany and vice versa when these were made for the export. For export deliveries, the Supplier may request a proof of export. If the Purchaser breaches this obligation or if he fails to show a prove for compliance, the Supplier may demand the additional price and / or compensation according to his choice.
2. If deliveries are made that are based on drawings or other specifications provided by the Purchaser and industrial property rights are violated by this, the Purchaser shall release the Supplier against all claims.
3. In case the Purchaser bears the cost or cost shares for the tools and equipment used for producing and / or processing of the goods by the Supplier, the Purchaser shall not acquire any rights to the tools, these remain the property of the Supplier.

XIII. Further Claims

1. Extensive or other as the above mentioned expressly granted Terms, rights and claims are excluded.

XIV. Jurisdiction and Place of Performance

1. German law applies excluding the „Uniform law on the purchase and sale of goods“ dated July 17, 1973. Legal invalidity of certain contractual parts or conditions shall not affect the legal effectiveness for the remaining parts.
2. Place of performance and jurisdiction for both parties shall be Luedenscheid also for procedures involving bills of exchange and cheques. The Supplier is entitled to sue the Purchaser at his general jurisdiction.