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Terms and Conditions of Sale and Delivery

1. Quotations

All quotations are subject to confirmation.

We retain all ownership and copyrights to drawings, samples, catalogues and other documents; they may not be made available either to third parties or competing companies.

2. Completion and Confirmation of Sale

The purchase contract shall only become effective upon receipt of our order confirmation; our General Terms and Conditions of Sale and Delivery shall apply. Any terms and conditions submitted by the purchaser that conflict with or differ from the terms and conditions herein set forth shall only become effective if expressly agreed to by us in writing.

Any other verbal agreements – in particular any arrangements made by representatives – shall only be effective if confirmed by us in writing.

3. Prices

All prices are in EURO and quoted “ex works” excluding packaging. Prices are calculated on the basis of current material prices and wages. If a change of any of these factors occurs until the delivery date, we reserve the right to make an appropriate price adjustment. The prices shall not be binding for subsequent purchase orders.

4. Tools

Generally, the pro rata share in the tooling costs shall be invoiced separately from the value of goods. If the purchaser pays a pro rata share in the tooling costs, such remuneration does not imply that the purchaser obtains title to the tools; in any case, the tools shall remain our property.

5. Payment

Our invoices are payable within 30 days from the date of invoice net in cash. Payments by bill of exchange shall only be accepted upon special agreement. Bills of exchange and cheques shall only be accepted on account of payment – not instead of payment. If a cheque or a bill of exchange is protested, the seller shall be entitled to demand immediate cash payment against return of the bill of exchange or cheque; this will also apply to bills due to a later date. In the event of a default in payment, the accrued interest and other costs shall be refunded. Interest is calculated on the basis of debit interest customary in banking. The customer shall not be entitled to withhold or set off payment against counterclaims of any kind unless such counterclaim was acknowledged by us.

6. Delivery period

The delivery period shall begin upon receipt of all documents required for the completion of the order and upon confirmation of the order. Delivery shall be deemed to have been made in due time if the goods have left our works within the agreed period or readiness for shipment has been notified. In cases of force majeure or in



the event of a disruption of operations such as, in particular, shortage of raw materials or energy shortfall, machinery or tool breakage, strike, lockout, transport difficulties or other events beyond our control, we shall be entitled to reasonably extend the delivery period. Each partial delivery shall be considered a separate transaction and shall be invoiced and paid for separately.

7. Acceptance inspection

Any acceptance inspection, if agreed, shall be carried out in our works by the purchaser or by an authorized representative or by the third party on whose behalf the order has been placed. If the purchaser waives any acceptance inspection at our works, the goods shall be deemed to have been delivered according to contract as soon as the goods have left the works. As far as the costs of inspection are concerned, all factual costs shall be borne by us and all personal costs of the inspection representative shall be borne by the purchaser.

8. Packaging

The goods are properly packed in compliance with prevailing packaging standards; packaging is charged at cost. In the event that goods are returned in perfect and reusable condition carriage paid within 4 weeks of delivery, 2/3 of the calculated value shall be reimbursed. No reimbursement for packaging costs shall be made if disposable packaging is used.

9. Shipping

Unless otherwise stipulated, we reserve the right to choose the appropriate shipping method, but we do not assume any liability for the cheapest shipping option. Any costs and risks associated with the delivery and transportation of the goods, when leaving our works, shall be borne by the purchaser.

10. Transfer of risk

Notwithstanding any previous agreement or arrangement to deliver the goods carriage paid, the risk shall transfer to the purchaser as soon as the delivery has left the works and readiness for shipment has been notified. If a shipment is delayed at the request of the purchaser, the risk shall transfer to the purchaser upon readiness for shipment.

11. Complaint

Any complaint regarding weight, quantity, quality of the products shall be made in writing not later than 14 days after receipt of the goods; this shall also apply to deliveries if the point of delivery is an international destination. Excess or short deliveries up to 10 % are permissible. Should the complaint prove justified, we reserve the right to decide whether to supply a replacement for defective parts, to restore the defective parts in good order and condition or to credit the equivalent price. Any further claims against us in excess thereof will not be accepted. The right to complain is excluded if the goods delivered by us have already been processed or finished by the purchaser. Returned goods shall only be accepted subject to prior agreement.

12. Retention of title



We retain title to and ownership of all delivered goods until the full purchase price has been paid and until any and all previously existing claims from the business relationship related to the goods delivered have been paid off. For payments using a cheque/bill of exchange procedure, the seller retains title to and ownership of all delivered goods until the bills of exchange/cheques issued have been fully honoured. If the purchaser resells any goods delivered by us, regardless of the condition of such goods, the purchaser hereby assigns to us all claims from the resale against his customer up to the amount of our claims. The purchaser shall undertake to notify his customer of such assignment and to provide us with all information and documents necessary to enforce our rights. In the event the purchaser receives any payments from his customer, these payments shall be deemed to have been collected on our behalf and shall be passed on to us immediately. Any pledging or assignment as security is not permissible until full payment is made for delivered goods. In the event of third party attachments, the purchaser shall inform us thereof without delay.

13. Infringement of a patent

In case any product is manufactured and delivered according to product design specifications (according to drawings, samples or other specific information) as prescribed by the purchaser, the purchaser warrants that the product design will not infringe any rights of third parties, such as patents, utility models and other industrial property rights und copyrights. The purchaser undertakes to hold us harmless from any and all claims

asserted by third parties as a result of such infringement.

14. Place of jurisdiction

The place of jurisdiction for all disputes arising from this contractual relationship directly and indirectly shall be the district or provincial court having jurisdiction over the manufacturing location; this shall also apply for liabilities on bills.

15. Binding character of contract

Any rights arising from or in connection with this contract may only be transferred to third parties by mutual agreement. In the event that individual provisions of the contract are legally invalid, the remaining provisions thereof shall remain in force.