

TERMS OF DELIVERY

1. Offers - Orders

Our offers, regardless of form, are made without obligation. Orders can only be cancelled with our approval.

2. Prices

Prices which have been confirmed by us in writing are ex factory, VAT exclusive. The minimum amount invoiced is EUR 130.-. The minimum amount per individual item is EUR 10.-. We reserve the right to invoice packaging and the prices valid at the date of delivery. In case of immediate delivery, the invoice shall replace the confirmation of order.

3. Time of delivery

In case of failure to comply with the terms of payment or in case of subsequently ascertained or unreasonable complications of delivery, we shall be entitled to rescind the contract as a whole or in part. In such a case, the customer shall not be entitled to damages. The time of delivery shall only begin after all the terms of the order have been clearly determined for both parties and after we have confirmed the order in writing. We reserve the right to make partial deliveries, even if these may result in higher costs for the recipient. In case of unforeseeable obstacles to delivery that are beyond our control as supplier, for example force majeure, disruption of operations, rejections, delay by sub-suppliers, strikes or similar occurrences, we shall be allowed to appropriately extend the time of delivery, even if such occurrence arises at a time when delivery is already delayed.

4. Quantity of delivery and packaging

The delivery of a quantity of 15% above or below the quantity ordered is customary in the trade and therefore permitted. The type of packaging shall be determined by us at our discretion.

5. Shipment

All shipments are made at the customer's risk, even if delivery is to be made with freight paid. The risk shall pass to the customer at the time the goods are made ready for shipment. We are only liable for the proper dispatch of the shipment by our personnel. The choice of the mode of shipments is made by the supplier.

6. Payment

Payment is due within the following periods: 14 days less 2% discount or 30 days net cash after receipt of the goods. Amounts less than EUR 100.- are payable immediately, net. Discounts are permissible only if all due invoices have been paid. Bill charges shall be borne by the drawer and are payable immediately, net. Delay in payment shall result in the payment of interest at the usual debit interest rate charged by banks. In the case of a delay in payment or any uncertainty with the respect to financial status, all payment obligations shall immediately become due and payable. The retention of payments due or set-off by the customer with respect to any counterclaims is excluded.

7. Claims for defects

Any claims for defects must be asserted within 30 days after receipt of the respective goods. Defective goods shall be replaced as soon as possible. Where the goods have been manufactured according to drawings provided by the customer, we are only liable for compliance with such drawings. Any further claims as well as claims for damages for breach of contract, negligence or for any other reason, as well as for incidental damages or damages arising out of delay, are hereby expressly excluded.

The parts delivered are not subjected to any inspection for cracks. If such testing should be required with the respect to particular applications, this must be expressly demanded by the customer. Damage arising out of cracks or similar defects in material, for example lamination, is therefore excluded from liability.

8. Retention of title

The goods delivered shall remain our property until all our claims against the customer have been satisfied. The customer may assign his rights arising out of this contract to third parties only with our approval.

9. Place of performance and jurisdiction

The place of performance for both parties is Georgensgmünd. The competent court, also for default actions and for claims for payment, shall be the Amtsgericht (Local Court) in Schwabach, Germany. Even if individual terms of this contract should be found invalid, its other terms shall remain valid.