

CONDITIONS OF SALE, DELIVERY AND PAYMENT

1. General

All offers, sales and deliveries are subject to the following conditions. The orderer agrees to these conditions to the full extent by placing an order. Any other conditions are invalid unless expressly agreed and confirmed by us in writing.

We are not bound by purchase conditions of the orderer, even if we do not expressly object.

2. Offers

Offers are without engagement.

Prices are net ex works, packing and shipping excluded, plus legal Value Added Tax.

3. Delivery

Delivery is effected on cost and account of the orderer ex 57462 Olpe. The mode of dispatch is determined in our discretion. Packaging is charged at cost price and not returnable.

4. Payment

Payment is to be effected within 30 days after date of invoice. For overdue payments we charge interest on arrears customary in banking. We do not accept bills of exchange. Foreign countries: Only bank transfer with statement: "All bank charges on account of orderer".

5. Reservation of Proprietary Rights.

We reserve the proprietary rights of the goods delivered until full payment has been received.

6. Liability for Defects and Damages

All our products are carefully inspected prior to shipment. The goods delivered still have to be inspected immediately on receipt since notices of defects can be accepted only if given within two weeks after receipt of goods. If claims are admitted, compensation deliveries are only made in exchange for objected goods. We assume liability for immediately identifiable defects for a period of 24 months in the following manner: claims due to operating and material defects are either rectified in our factory free of charge or we will – at our own option – make a replacement delivery at no charge, subject to the condition that defects do not result from wear and tear or incorrect installation. We do not admit any claims beyond, particularly we do not pay damages for mounting and dismounting replacement parts, for malfunction and the like.

7. Right of Withdrawal

Our delivery obligation implies unconditional creditworthiness of the orderer. If any well-founded doubts should arise thereof after order acceptance, we are entitled to withdraw from the order or to claim security furnishment or advance payment. If the debtor defaults on an invoice or if circumstances emerge that appear to jeopardise our debt, the total debt becomes due for payment.

8. Court of Jurisdiction

Place of performance and court of jurisdiction is Olpe.