

# Terms of Sale and Delivery

<p><b>1. Offers</b> All offers submitted shall remain subject to changes in every respect.</p> <p><b>2. Placing of orders</b></p> <ol style="list-style-type: none"><li>Orders shall be deemed as accepted only after we have confirmed them in writing. Any amendments, modifications or additional agreements shall require our written confirmation. Once we have received an order, it shall not be possible to cancel it.</li><li>The measurements, weights and data specified in our printed matter as well as any illustrations and descriptions shall only be binding if this is explicitly confirmed. There shall be no obligation to advise modifications.</li><li>Any illustrations, drawings, drafts and any other documentation which the Purchaser receives shall remain our property and must be immediately returned on request. The Purchaser shall not be entitled to disclose them to any third party without having obtained our prior consent or to use them as a basis for his own designs. In case of any infringements, the Purchaser shall be liable for damages.</li><li>The Purchaser shall assume full liability for all documents to be provided by him, such as drawings, gauges, samples and the like. In particular, he shall be responsible for warranting that the design drawings submitted by him do not violate the property rights of a third party. Any oral specifications concerning dimensions and the like must be confirmed in writing.</li><li>Samples shall only be provided against payment.</li></ol> <p><b>3. Price</b></p> <ol style="list-style-type: none"><li>Prices shall be quoted ex works, without packaging. This shall apply also to any partial deliveries that might be agreed as well as to any express deliveries.</li><li>Packaging and dispatch shall be made according to our best judgement but without liability on our part.</li><li>For any tools that are not included in our list and therefore require customized production, an additional charge shall be due. In cases where an exact pricing is not possible, the prices shall be fixed on the basis of the prime costs after the tool has been completed.</li><li>We reserve the right to modify the prices in the event that the production costs change.</li></ol> <p><b>4. Terms of Payment</b></p> <ol style="list-style-type: none"><li>Invoices shall be made out in EURO.</li><li>Payments shall be made net, without any deductions, free Westhausen, after 30 days at the latest – also for partial deliveries. Repairs and commissioned work shall be payable net immediately after receipt of the invoice.</li><li>Drafts and cheques shall only be accepted in lieu of payment, the costs for discounting and collecting shall be borne by the Purchaser.</li><li>In case of delayed or deferred payments, interests of 2% above the discount rate of the State Bank shall be charged without the necessity of a formal notice; the right to assert further damages shall not be affected thereby.</li><li>Deliveries to companies not yet known to us shall only be made against cash before delivery or cash on delivery. Special tools shall only be supplied to such companies after an adequate down payment has been made which will be set off with the outstanding delivery.</li><li>If we learn after the conclusion of the sales contract that the Purchaser is in an unfavourable financial situation, we shall be entitled to retain the delivery, request security for counter-performance or withdraw from the contract, accounting for all expenses we have incurred. In case of cessation of payment or insolvency of the Purchaser, the purchase price shall be due immediately.</li><li>Retention of payment or set-off with any counterclaims of the Purchaser shall be excluded.</li></ol> <p><b>5. Reservation of Title</b></p> <ol style="list-style-type: none"><li>We reserve the title to any goods supplied until the purchase price and all additional charges have been fully paid. The acceptance of drafts and cheques shall not be considered as payment.</li><li>The goods supplied by us with reservation of title must neither be pledged nor transferred by way of security. An assertion of our reservation of title and any potential seizure of the delivery items shall not constitute a withdrawal from the contract.</li><li>If goods to which we have reserved the title are distrained in the course of a foreclosure procedure, the Purchaser shall be obliged to inform us immediately and provide all relevant information. If the Purchaser fails to comply with this obligation, he shall be liable for any resulting damage.</li><li>In the event that the Purchaser resells the goods obtained from us before the purchase price has been paid to us, it shall be deemed as agreed that the full amount of all claims concerning the purchase price towards the third party debtor is assigned to us, i.e. including any profits included in the claim. The Purchaser agrees to inform the third party purchaser about the assignment when reselling the goods. He also agrees to furnish the name of the third party purchaser to us if requested to do so. In addition, we shall be entitled at any time to inform the third party purchaser about the fact that we have the right to request direct payment from him. In this case, the Purchaser shall no longer be entitled to collect the claim.</li></ol>	<p><b>6. Delivery Time</b></p> <ol style="list-style-type: none"><li>The delivery time shall be calculated from the date of the order confirmation or the final clarification of the order until dispatch from the Supplier's factory. Compliance with the delivery time is conditional on the Purchaser's fulfilment of his contractual obligations, in particular it is essential that we have received all documents to be provided by the Purchaser in due time. Any unforeseeable events – irrespective of whether they occur in our factory or in the factory of one of our sub-suppliers –, e.g. operational breakdowns, strikes, lockouts, delivery items becoming rejects or cases of force majeure, shall lead to an adequate extension of the delivery time, even in cases when they occur during a default in delivery.</li><li>Partial delivery shall be possible at the Purchaser's costs.</li><li>The Purchaser shall not be entitled to claim damages if the delivery time has been exceeded.</li></ol> <p><b>7. Dispatch</b></p> <ol style="list-style-type: none"><li>The goods shall be dispatched at the Purchaser's risk, even if freight paid delivery has been agreed. Unless the Purchaser requests anything else, we shall dispatch the goods at our discretion by means of the most appropriate way of dispatch for the individual delivery.</li><li>We shall not be liable for goods lost or damaged during transport and any replacements therefor shall only be made on the basis of a new order and against payment of the prices valid at that time.</li><li>If the dispatch is delayed by fault of the Purchaser, the risk shall pass to the Purchaser on the day when the goods are ready for dispatch.</li><li>Any deviations from the dispatch note, the delivery note or the invoice must be reported to the Supplier immediately after receipt of the goods.</li><li>The date of delivery shall generally correspond to the invoice date; should it differ from the invoice date, this shall be recorded accordingly.</li></ol> <p><b>8. Liability for Defects</b></p> <ol style="list-style-type: none"><li>A notice of defects must be submitted to us in writing within 8 days after receipt of the goods. Such a notice of defects shall not entitle the Purchaser to retain the invoice amounts.</li><li>Faulty deliveries shall be replaced free of charge within the statutory period of limitation. We shall provide warranty for the duration of six months after the day of delivery in case of one-shift operation. The Purchaser must give us the opportunity to inspect the goods in order to convince ourselves of the justification of the complaints.</li><li>For tools which are subject to premature consumption, natural wear and tear or excessive strain because of the properties of their material or the kind of use, any replacement, repair or rectification of defects shall only be provided or carried out against payment. We shall not be liable for any damage due to faulty or negligent treatment – e.g. by non-observance of the instructions for use.</li><li>We shall provide replacement free of charge in case of material defects which can be recognized as such beyond doubt after an inspection of the tool which is the object of the complaint and which must be sent to us by the Purchaser, provided that the tool is not disassembled when it is returned and that the complaint is made in writing within 3 months after the invoice date. In case of an unjustified notice of defects, the Purchaser may be charged with the costs for the inspection, including any dispatch fees. Any further claims of the Purchaser, particularly a claim to compensation of damages which did not occur on the delivery item itself, shall be excluded.</li><li>We shall not be obliged to remedy defects of any type as long as the Purchaser has not fulfilled his obligations to pay.</li><li>If the solution of a design task is assigned to us, a liability for defects can only be asserted if the Purchaser proves that the product does not correspond to the state-of-the-art technology by our fault.</li><li>If we manufacture goods according to the Purchaser's drawings, we shall only be liable for executing the order in accordance with the drawings.</li><li>Any further claims of the Purchaser, in particular cancellation, reduction of the purchase price or damages shall be excluded.</li><li>On the basis of liability for defects, the Purchaser may only request that useless parts are repaired free of charge or, at the Supplier's discretion, are replaced by new parts.</li><li>Liability for defects shall not be applicable if the Purchaser has carried out any correction works without the Supplier's consent.</li></ol> <p><b>9. Place of Performance and Legal Venue</b></p> <ol style="list-style-type: none"><li>The place of performance for deliveries and payments shall be Westhausen, the legal venue shall be Aalen.</li><li>In case of any disputes arising directly or indirectly from the contractual relationship, including action arising out of a bill, legal proceedings shall be instituted at the court having jurisdiction for us.</li></ol> <p><b>10. Binding Force of the Contract</b></p> <ol style="list-style-type: none"><li>Delivery terms and conditions of the Purchaser contradicting these terms and conditions shall not be binding for us even if we have not explicitly objected to their contents.</li><li>The above terms and conditions shall remain binding even if individual provisions stated otherwise in the offer and/or the order confirmation are ineffective. The contract shall be construed exclusively in accordance with Germany law.</li></ol>
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