

SALES AND DELIVERY TERMS

1.1. General

The Sale and Delivery Terms and Conditions, form an integral part of the Purchase Contract. Contracting parties may only diverge from these conditions based on the written agreement of both parties.

Prices covenants and other declarations are binding on the Seller only when provided in a written form. The authorised return of delivered goods to the Seller will be accepted only after prior written notice. Partial deliveries are permitted within the time of the fulfilment of the Purchase Contract. Unless specific technical conditions are agreed for the Purchase Contract, goods is delivered in the usual design, the technical parameters of which were known to the Customer before the conclusion of the Purchase Contract.

Offers are binding for the Seller only for the period of the validity of the offer. Orders are binding for the buyer, when ordered by fax, email or mail.

Rejection of special purchase orders can only be accepted within 48 hours after order otherwise they are confirmed. In case of reject of orders the buyer wil pay all costs for the reject like custopms, transport , valuelost.

1.2. Currency

Prices are stated in Euro, or in other convertible currencies, depending on the date of the concluded Purchase Contract. Prices are stated without Value Added Tax or other surcharges or discounts. These will be determined separately by the Contract or according to the statutory rate.

1.3. Delivery & Pricing

Prices are Ex works and do not include freight charges or special packaging. The method of transport will be contractually agreed in the Purchase Contract.

Prices stated in the authorised price lists or in price list sheets have a limited validity marked in these price lists. These prices are valid only for specified places of delivery and do not represent conditions for other sales persons or customers.

As for the purchase price, the contracting parties agree on an additional price clause, which means that prices may change, in the event of a significant change in prices for material entries. The Seller will bring this change to the attention of the Buyer and immediately negotiate the new price level. **The Buyer agrees with the change in the delivery term when he is in delay with the payment according to the agreed payment schedule, or with the payment of the previously made receivables, or if he goes into bankruptcy or liquidation.** The delivery time is agreed in all contracts separately. The delivery term begins to elapse on the date, when the written agreement between the Seller and the Buyer occurred, or when another contractual condition dependent on the delivery term was fulfilled. The delivery term is satisfied or fullfilled when the agreed material or service is handed over to the buyer. The Seller is not in delay if the delivery term is prolonged by the agreement of both parties. The right of the Buyer to withdraw from the Purchase Contract, in case the agreed additional term lapses and goods are not delivered, remains unaffected.

1.4. Payment & Ownership

For stockproducts invoices are payable within 30 days nett, calculated from the date the invoice is sent For special custom order, where SELLER has to prepay all upcoming costs, the Buyer agrees to pay the invoices within 8 days after delivery.

For customers, who conclude the Purchase Contract for the first time, i.e. whose financial standing has not yet been certified, or who have an outstanding debt towards the Seller from previous Purchase Contracts, the Purchase Contract is concluded on the condition that 100% of the amount of the Purchase Contract is paid in advance.

On agreement to pay in advance, the total discount of 2% is granted. The payment in advance must be forwarded within ten working days after the accepted draft of the Purchase Contract is sent. Unless this condition is fulfilled, no contractual relationship arises between the Seller and the Buyer. At the date the advance payment is charged on the account, which date is determined in the Purchase Agreement, the term for delivery agreed in the Purchase Contract begins to lapse.

Payment terms are considered to be satisfactory if the financial commitment is charged to the account of the creditor at his bank within the determined period. The Seller may decide that payments may be charged for other, still outstanding receivables.

In case of delay in the payment of receivables for the delivered goods after the payable term of 30 days, the contractual fine up to the amount of 0.1% from the invoiced amount for each day of delay, will be charged. For repeated or permanent non-fulfilment of payment obligations by the Buyer, the Seller is authorised to unilaterally terminate the Purchase Contract. **This does not prejudice the right of the Seller to charge for the real damage, including the loss of profit, which was incurred by his person due to the breach of the Purchase Contract, including damages and loss of profit due to the unauthorised termination of the Purchase Contract by the Buyer.**

The Seller reserves the right to enforce his ownership of the delivered goods until they are fully paid for. The Buyer accepts this right even if he resells the goods. The Buyer agrees to enable the Seller, when enforcing this right, access to the goods during working days between 08:00 a.m. and 02:00 p.m.

2.0. Force Majeure.

In case that the non-fulfilment of the term was evidently caused by force majeure (state intervention, war measures, strike, etc.) and the Seller immediately notifies the occurrence of the force majeure, the delivery term is proportionately prolonged. After force majeure ceases, both parties will agree on measures to fulfil the Contract, unless the Buyer requires the cancellation of the Contract due to the fact that the need for the delivery has already ceased.

3.0. Guarantee.

The guarantee does not apply to damage caused by unprofessional manipulation or bad storage. Likewise, the guarantee commitment ceases if changes or repairs were made to the goods without the written consent of the Seller. Obvious defects (visible to the eye) must be filed within 14 days after the moment of the transfer of risk.

4.0. Disputes

Other rights and conditions not resulting from these conditions are governed by the Commercial Code. The place of fulfilment for all statutory & contract claims is in the Headoffice of the Seller.