

## Terms of Sale, Delivery and Payment

Fa. SBK Siegfried Böhnisch Kunststofftechnik GmbH

### **§ 1 Offers, confirmations of order, conclusion of contract**

1.1 No offer is binding. We reserve the right to alter, add to and abandon our production at any time.

1.2 A contract results with our written acceptance of order. The contents of the order acceptance are also the contents of the contract, as long as the customer does not object to the contract immediately after receiving it. Otherwise, our confirmation of order applies and our general terms of sale, delivery and payment are approved.

1.3 The issued order cannot be changed or cancelled after the sending of the order confirmation.

1.4 The terms of sale, delivery and payment in hand have priority in every case over future purchase terms of our customers.

1.5 The price is ex works and without turnover tax (VAT).

1.6 Increases in costs between the order confirmation and delivery entitle us to appropriate price adjustments.

### **§ 2 Conditions of Payment**

2.1 Outside of Germany 100 % of the invoice amount when the goods are ready for dispatch on our premises.

2.2 If there are delays in payment, we are entitled to charge interest payable on arrears, at 4 % over the prevailing bank rate, however, at least 10 % p. a. Only payments made to the corresponding place of payment, stated in the invoice, are recognized when the sum of the invoice is irrevocably credited to our account.

2.3 The date of the invoice is relevant for date of payment in all cases, even if the recipient receives the merchandise after the delivery date due to reasons for which we are not responsible.

2.4 Passing the date of payment or entry into lack of credit standing of the party ordering as well as other important reasons entitle us to cancel the contract without a claim for performance and compensation against us, through this, being justified.

### **§ 3 Retention of Property**

3.1 The delivered merchandise remains our property until complete payment is received. Our right of property affects the proceeds procured by the purchaser in case of alienation. The purchaser must inform his customer about the existing retention of property for further alienation.

3.2 The purchaser must inform us immediately, if third party claims are made for the delivered merchandise or rights constituted. Miscellaneous prosecution costs are carried by the purchaser.

### **§ 4 Forwarding and Packaging**

4.1 Place of contract performance is the company's location in Neuenstein (Germany).

4.2 Deliveries are freely to destination within German customs frontier from euro 750,00 and more, inclusive wrapping.

4.3 Forwarding is carried out ex works Neuenstein at the risk of the ordering party, also by freight-free delivery.

4.4 The seller is only obliged to take out an insurance if and as far as this has been agreed in writing.

### **§ 5 Changes of Models**

5.1 We reserve the right to change constructions, tolerances and improvements.

5.2 We reserve the right to a reduction of or an addition to the delivery by 5 % of the quantity ordered for specially produced products which are made according to a sample, model or drawing.

### **§ 6 Complaints**

6.1 If defects or damages which are recognized during an orderly incoming control, customers must complain immediately on arrival of merchandise. Complaints about defects which cannot be recognized on arrival must be made immediately when found. Every claim for guarantee is lost, however, 5 years after delivery.

6.2 Whether quantity or amount in weight, discrepancies are to be queried at the rail or forwarding company (haulage contractors), on receiving the merchandise and written confirmation of the difference is to be obtained. Defective items are to be sent immediately, freight-free and postage-free.

### **§ 7 Guarantee**

7.1 We undertake a guarantee for our water manifold 4001, multipurpose manifold 5000 and distribution manifold 3000 / 2000 / 1000 of five years. We not undertake the guarantee for other delivered items by us.

### **§ 8 Sales Return**

8.1 In the case of sending backs of deliveries to us which are not justifiable, we will calculate processing costs. At least 10 % of the invoiced value of delivery. Sending backs can only occur with our consent explained expressly first. The items in original packing returned with our consent have to be in a marketable condition.

### **§ 9 Delays in delivery and release from delivery obligation**

9.1 The obligation of delivery as well as compliance with keeping within delivery date will be revoked by all conditions which are exceptional and for which we are not liable. This is also the case when business is interrupted or the sending of the goods is made impossible due to these conditions.

9.2 If we are in delay with the delivery, the purchaser must grant an appropriate extension of at least six weeks. The purchaser does not have the right to cancel a contract, also not after granting extension of time, if we have already started with the production of the ordered goods.

### **§ 10 Failure to deliver**

10.1 Failure to deliver cannot be judged according to the situation of single items.

### **§ 11 Claims for damages, limitation of the guarantee**

11.1 All claims which are made for and apply to the title of guarantee or a miscellaneous claim for damages against us, are limited to the amount of the net factor value of the appropriate object.

11.2 We have the right to replace miscellaneous claims for guarantee by supplying equivalent parts. This does not entitle the customer to claim a price reduction.

11.3 Claims for damages due to installation, maintenance and instruction costs etc. will not be recognized or remunerated by us.

11.4 We accept no liability of any kind for damage which is caused to persons or objects by the use or installation of products, also damaged ones, delivered by us. We are also not liable for damages which are caused during improper use, installation, overuse or natural wear and tear.

### **§ 12 Place of contract performance, court of jurisdiction**

12.1 Place of contract performance is Neuenstein (Germany). Court of jurisdiction is the competent court of jurisdiction in Heilbronn (Germany) without any exception.