

## Terms of delivery and payment

### Offers

Offers of the supplier are non-binding and will lose their validity after three months, if there isn't another written agreement. Cancellation of firmly given orders can only be made with the agreement of the supplier; herewith it is to mention that the manufacturer reserves the right to claim extra costs.

### Deliveries

Deliveries abroad are ex works. Delivery dates are non-binding and a delay in delivery does not justify the buyer to the cancellation of the order or to the return of the supplied commodity.

### Conditional sale

The supplied commodity remains property of the supplier up to the complete payment of the invoice amount. With payment of the last instalment, the commodity becomes just like that property of the buyer. The buyer commits himself to disposing of the commodity neither by sale, pledge, leasing nor by any other way up to the complete payment of the purchase price.

### Clause for resale

The buyer is authorised to resell our goods with retention of title according to his business. He transfers in advance all resulting claims against thirds to us, in fact amounting to the respective invoice amount (including MwSt.) Regardless of this act of transfer, the buyer stays authorised for the collection of the claims.

### Transport damages, guarantee

Our forwarder carries goods after the "German Freight Forwarders' Standard Terms and Conditions" (ADSp).

- (1) If a loss or a damage of the property is outwardly recognizable and if the receiver or the sender do not announce loss or damage to the carrier with acceptance of the consignment at the latest, then it is assumed that the goods were delivered in the stipulated condition. The announcement must mark the damage sufficiently clearly.
- (2) The assumption of paragraph 1 also applies, if loss or damage have not been outwardly recognizable and have not been announced within 5 days after delivery.
- (3) Requirements due to delay in delivery expire, if the receiver does not announce the delay in delivery to the carrier within twenty-one days after delivery.
- (4) A notice of damage after delivery has to be refunded in text form. In order to keep the period it is sufficient to send the document in time.
- (5) If loss, damage or delay in delivery are announced with acceptance of the consignment, then the announcement is sufficient towards the forwarder who delivers the goods.

The manufacturer guarantees that the product is free of manufacturing and material defects. The guarantee amounts to 24 months and starts with the delivery date. We will give guarantee for the delivered goods in that way that we will either repair or replace those parts free of charge, when it is proved that they are damaged or useless because of manufacturing and material defects within the guarantee time. The client has to return the delivery item at his expense. Costs for transport or assembly cannot be refunded – as it is usual in the market.

### Returns

Goods that are returned without our acceptance cannot be credited. Specialist bespoke designs cannot be returned or exchanged as well as the cancellation of firmly given orders for specialist bespoke designs. We do not take back goods which have been changed or damaged by the purchaser. All returns have to take place freight paid.

### Delivery time, Modifications

The manufacturer tries to keep the delivery time indicated in the offer or confirmation. Also in case of binding delivery dates, the manufacturer is not responsible for supply and achievement delays due to force majeure or due to events that hamper the delivery, even if these delays turn up at a component supplier. The manufacturer reserves the right to modify the product at any time in order to improve the product; however, he has no obligation to inform the buyer or to change already delivered products.

### Terms of payment:

Within 4 weeks net. In case of payment in arrears, the manufacturer reserves the right to claim bank usual interests. Collection expenses are paid by the debtor.

With acceptance of the order, the buyer recognizes these terms of supply and payment.

Place of delivery and jurisdiction is Dorfmark.