

General Terms and Conditions (GTCs)

<p>(1) Scope of Application (1) The following General Terms and Conditions, hereafter "GTC's", shall apply exclusively to all current and future business relationships between Euret 3000 GmbH and entrepreneurs as defined by Section 14, German Civil Code [BGB]. (2) Inconsistent, contradictory or additional conditions proposed by the buyer, even with knowledge, shall not be binding unless their applicability is expressly agreed to. (3) Individual contracts with specific customers shall supersede these GTC's.</p> <p>(2) Conclusion of contract Our quotations are always non-binding. The contract is valid in cases of doubt only with our written order confirmation, and in all cases as defined in the same, provided one is issued.</p> <p>(3) Prices Unless otherwise agreed in individual cases, the ex warehouse prices that are current at the time the contract is concluded shall apply, plus VAT, and without transportation and other ancillary services. Our prices are non-binding. We reserve the right to change our prices based on the prices of raw materials and delivery.</p> <p>(4) Model changes (1) All mass-produced product are delivered in accordance with our images or samples. Euret 3000 expressly reserves the right to change technical aspects of products without special notice, should this become necessary for production-related or legal reasons. (2) All sizes listed in catalogues, price lists or other publications are approximate sizes. Tolerances that are within industry-standard ranges shall not constitute a defect.</p> <p>(5) Delivery dates (1) The delivery date shall be individually agreed. We do not guarantee the delivery date unless the delivery date is expressly pledged in the contract [Fixgeschäft]. (2) If we are unable to meet a delivery date due to circumstances beyond our control (force majeure, strikes, operational disruptions, impossibility of performance), we are entitled to withdraw from the contract in whole or in part or to reasonably exceed the delivery date. In case of withdrawal, we shall immediately return any consideration already provided by the buyer. This includes in particular the untimely delivery by our supplier. (3) Delay of delivery shall be defined according to statutory provisions. In all cases, a warning by the buyer shall be required.</p> <p>(6) Delivery and shipment (1) Delivery shall be ex warehouse, which is also the place of performance, and insured. Unless otherwise agreed, we shall be entitled to determine the mode of shipment ourselves (in particular, the transportation company, shipping route and packaging). (2) Deliveries within Germany of orders of € 90.00 and greater shall be made free of shipping costs. (3) The risk of accidental loss and accidental deterioration of goods shall pass to the buyer at the latest upon transfer of possession, and in the case of sale by dispatch shall pass to the buyer upon transfer of possession of the item to the freight carrier or the latter's agent. The buyer's default of acceptance is equivalent to the transfer of possession. (4) Partial deliveries are permitted if they are reasonable to the customer.</p>	<p>(7) Payments (1) The purchase price is due and payable 30 days net from invoicing. We grant a discount of 2% of the net amount for payments made within 10 days. Terms contained in requests for quotation or orders which are inconsistent with our Terms and conditions of purchase are valid only if we expressly acknowledge the same in writing. In the case of new customers, we reserve the right to request pre-payment in the amount of the invoice for the first two orders placed. With respect to price reductions, please refer to the current Payment and terms sheet. (2) Upon expiration of the foregoing payment period, the buyer shall be in default. Default interest in the amount of 3% above the German federal bank's discount rate shall be charged for payments made after the due date. Prior to the full payment of invoice amounts, including any default interest, the seller shall not be required to make any further deliveries under a current contract. (3) Should the buyer be more than 14 days in arrears on a payment due under a single delivery contract, or if a significant deterioration in the buyer's pecuniary circumstances occurs, the seller may terminate the allowed payment period and demand payment in advance of delivery of the goods on all deliveries still outstanding under current contracts. At the same time, all other accounts receivable under current contracts shall immediately become due and payable. (4) If, after concluding the contract, it becomes evident that our claim for the purchase price is in danger due to the buyer's inability to perform (e.g. petition to initiate insolvency proceedings), we shall be entitled under the statutory provisions to refuse performance and (after setting a deadline, if applicable) to withdraw from the contract (Section 321 German Civil Code).</p> <p>(8) Retention of title The seller shall retain title to the goods until payment in full and, in the case of checks, until clearance. The buyer is entitled to dispose of the goods in the ordinary course of business, subject to reasonable consideration. Claims arising therefrom shall be transferred to the seller in the amount of the purchase price and shall, in the case of bankruptcy, be subject to the right of separation under Section 47 of the Insolvency Statute [InsO].</p> <p>(9) Warranty and liability (1) The warranty period is one (1) year from delivery. Ordinary wear and deterioration of parts shall be excluded from warranty. (2) Goods must be inspected by the customer immediately after delivery. Obvious or hidden defects must be reported to us immediately in writing, at the latest within six (6) days of delivery. Defects which could not be discovered even with careful inspection within this period must, upon discovery, be reported in writing to the seller immediately. (3) Transport damages must be noted on the freight carrier's proof of delivery form immediately upon delivery, acknowledged by the driver, and recorded in writing (documentation by photographs). If the confirmation by the freight carrier or its agent is omitted, transportation damages cannot be retroactively acknowledged.</p>	<p>(4) Minor inconsistencies with samples, images and size specifications which do not diminish the quality of the goods shall not entitle the buyer to assert warranty claims. Mistakes and typographical errors in images or product changes during the period of validity of the catalogue are reserved to the seller. (5) In the case of defective goods we shall, at our option, first provide improvement or replacement. (6) In the case of double failure, i.e. impossibility, unreasonableness, refusal or inappropriate delay of the improvement or replacement, the buyer may withdraw from the contract or reduce the purchase price commensurately. Withdrawal shall be permitted only if a material defect is involved. A material defect exists in the item if the costs of improvement reach at least 10% of the net purchase price. (7) The warranty shall be void if the buyer, without our authorisation, changes the delivery item or causes it to be changed by a third party. (8) Except in the case of damage to life, limb or human health, the contractor shall be liable only for intentional acts and gross negligence. Liability for simple or slight negligence is excluded, unless the breach of a material contractual duty within the meaning of the caselaw is involved. Unless the aforementioned exclusion of liability amounts to a breach of a material contractual duty, the contractor shall be liable only for the typical, foreseeable damages. Customer's additional claims are excluded. The contractor's liability under the Act on liability for defective products [ProdHGes] shall remain unaffected. Contract penalties are excluded. (9) If the customer returns defective or incorrectly delivered goods to the contractor in the justified exercise of the warranty claims listed above in section 8 paragraphs 1 through 5, the return must be agreed to in advance with the contractor. The shipment must be packaged in a transport-safe manner and returned freight-free to the contractor. In the case of justified returns, we shall reimburse the necessary, verified costs. Returns not sent freight-free shall be rejected.</p> <p>(10) Offsetting and withholding Offsetting against our claims is permitted only in the case of demands which are undisputed or have been legally established. The customer may exercise a right of withholding only if the counterclaim is based on the same contractual relationship.</p> <p>(11) Partial invalidity If any provision of these GTC's should be invalid, the remaining provisions shall not be affected.</p> <p>(12) Place of performance and jurisdiction Jurisdiction and place of performance for deliveries and payments shall be the registered offices of the Seller exclusively. German law shall apply exclusively.</p> <p>Effective January 2017</p>
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