

## 1. Quotations and delivery agreements

Our quotations are made without commitment. Technical data, dimensions, weights and pictures are approximate and not binding.

## 2. Special manufacture

For specially manufactured items (Code = 9....), we reserve the right to make over- or under-deliveries of up to 20%. Specially manufactured items cannot be returned.

## 3. Prices

Our prices are without commitment, and are quoted in EUR ex-works. Freight and packaging must be paid by the customer. For express deliveries, we reserve the right to apply an express delivery surcharge.

## 4. Minimum order value

For orders below EUR 50,— net goods value, a surcharge of EUR 6,50 will be applied.

## 5. Payment terms

Payment terms are 10 days from date of invoice with 2% settlement discount or 30 days net from date of invoice. In the event of late payment, interest will be charged at a rate of 2% above the prevailing discount interest rate of the Deutsche Bundesbank, without further notification being required. Foreign exchange and cheques will be accepted only for purposes of payment. Charges for discounting and conversion of foreign exchange and cheques will be borne by the customer. The right to withhold payment due to conversion, reduction or other counter-claims by the customer, or to balance payments against such claims, is excluded.

## 6. Delivery and shipping

Delivery and shipping are carried out in all cases at the customer's risk, even if goods are supplied using the supplier's own transport. If no special agreements or regulations apply, we will select what is in our estimation the most economical form of shipping.

## 7. Delivery time and availability

The delivery times given in our order confirmation will basically be your required delivery times, which will be maintained wherever possible. In the event of supply difficulties within a single order, we will make part-deliveries. Under no circumstances can we accept liability for late delivery penalties or claims for damages in the event of late delivery. The delivery time begins on the date of receipt of the order, although not before the clarification of any possible factual or technical details.

## 8. Guarantee

All parts are subject to the full guarantee in accordance with the relevant guarantee conditions of the manufacturer. Guarantee repairs or replacement cannot be made if examination in the works shows that the parts have been improperly used, or that it is a case of normal wear and tear.

## 9. Complaints

The customer has the right of complaint with regard to the extent of the delivery in accordance with §377 and §378 HGB (German Commercial Law). Complaints must be made in writing. In the event of transport damage, the insurance conditions of the relevant insurance company apply.

## 10. Retention of ownership

The goods supplied remain the property of BRAAS + FUCKERT until the complete payment of the purchase price, and until the payment of all past and future deliveries forming part of the overall transaction, including all supplementary charges, has been made. The purchaser is not entitled until such time to transfer ownership of the goods to third parties or to use them as security. In the event of resale, the goods supplied will be replaced by the claim against the third party. This claim is deemed to be relinquished in favour of BRAAS + FUCKERT, without the need for any express declaration of such relinquishment. The customer must on request provide precise information on the addresses of such third parties and the amount and due date of any claims by the customer against them. If the sureties arising from the retention of ownership by BRAAS + FUCKERT exceed such existing claims by more than 20%, BRAAS + FUCKERT is obliged, at the purchaser's request, to release such excess security at their own discretion.

## 11. Place of fulfilment, seat of adjudication and applicable law

Place of fulfilment for deliveries and payment is Dillenburg. The general seat of adjudication for disputes of any sort arising from the delivery contract is the District Court of Dillenburg. The stipulations of §38 ZPO take precedence. The contractual relationship is subject to German law.

Stand : 1.1.2002