

Conditions of Sales and Delivery

1. Offer/Order.

Offers are made without obligation.

Orders are not deemed to have been firmly accepted until they have been confirmed by us in writing. We supply exclusively under our Terms and Conditions. Contrary terms and conditions are not recognised by us, even if they are included in an order confirmation notice from our customer. Differing Terms and Conditions of orders are hereby expressly contradicted in advance. They do not obligate us even if we do not again declare such a contradiction when concluding the contract. Even in this case, only our Terms and Conditions of Supply are applicable.

Our Terms and Conditions are deemed to have been accepted when our order confirmation referring to these Terms and Conditions of Supply or the separate transmittal of our Terms and Conditions of Supply is not contradicted without delay. Legal relationships with our customers are governed exclusively by German law. This applies even when we bring suit before a foreign court or when an arbitration agreement is made in the individual case.

The application of uniform sales law, particularly the application of UN sales law, is expressly excluded.

2. Prices.

Our prices are stated strictly net from our Seelbach works (Black Forest) exclusive of packaging and subject to VAT at the rate applicable on the date of delivery, where no special agreements are made in writing.

Prices are based on cost factors as at the point in time of order confirmation, particularly prices of raw materials, wages, taxes, freight and the like. Should these change during the time between conclusion of the contract and delivery, we are entitled to adjust our prices according to the cost factors applicable at the time of delivery.

Our prices are stated in euros. Where it is agreed that prices are stated in another currency, in the event of a later change in the exchange rate between the euro and the other currency, the price which is to be used as a basis for payment is to be that which arises in euro from the exchange rate on the date of delivery.

3. Delivery and packaging.

Delivery is made on the account of and at the risk of the recipient. Packaging is charged to prime costs, and taken back carriage forward in accordance with the applicable packaging regulations.

4. Payment.

Insofar as no other agreements are made, payments have to be made without any deduction within 30 days after receipt of invoice. For payments within 14 days, 2% rapid payment discount can be deducted.

In the case of late payment, the respective bank interest will be charged. We accept bills of exchange in payment only by special agreement. They cannot have a longer maturity than 3 months. Credit for bills of exchange and cheques is always subject to receipt of monies and without prejudice to the delivery price becoming due earlier in the event of payment arrears of the customer. It is made with the value date of the day on which the countervalue is available to us. Discount and other expenses are always at the expense of the customer. In the case of self-discounting, we are entitled to charge normal bank discount charges.

We are not obligated to any further delivery before complete payment of all invoices due. The claim of any offsetting rights or rights of retention against the purchase price claim is excluded. The date of credit at our bank is determinative for the calculation of arrears interest. In the case of foreign orders, we can require payment against an irrevocable letter of credit at our bank account or payment "cash against documents".

If the customer has received several independent deliveries and if he remains in arrears with the payment for one of the deliveries, the invoice amounts for all deliveries immediately become due. Failure to observe the payment terms or circumstances that are likely to reduce the creditworthiness of the vendor have the consequence of making all outstanding amount immediately fall due, irrespective of payment deferrals agreed or of the maturity of any bills of exchange or cheques received. They also entitle us to carry out future deliveries only against payment in advance or provision of security, and after an appropriate period of grace to withdraw from the contract or to require compensation for damages for non-fulfilment. In addition, we are entitled to prohibit the customer from onward disposal of the objects delivered with retention of ownership and to take these into our powers of disposition.

5. Delivery schedule.

All delivery schedules are non-binding on us and can only be considered as approximate. An agreed delivery date can in no way have the character of a sale to be performed at a fixed point in time. The agreed delivery period begins, insofar as nothing different is agreed in writing, on the day of our order confirmation, but not before complete clarification of all details of execution and receipt of all documents to be supplied by the customer and existence of all prerequisites which the customer has to fulfil.

Where the delivery period is determined in days, only working days are counted.

Timely delivery is dependent on observance of the agreed payment conditions. Deliveries before expiry of the delivery period and partial deliveries are permissible and must be accepted by the customer.

We are released from observance of the delivery period in the event of untimely delivery of raw materials, colour problems with multi-coloured signs, changes required by the customer, and all cases of force majeure.

If the agreed delivery date is overshot by more than two months, the customer has the right to set an appropriate period of grace for us, which must be at least four weeks. If delivery is not made even by the end of this period, the Customer can withdraw from the contract after making a written declaration. All further entitlements, particularly to compensation for damages for non-fulfilment or for direct, consequential or third-party damage are excluded. In the case of force majeure, there is no right to withdraw from the contract.

Excess and low volumes up to 10% of the order placed do not form a basis for complaint by the customer.

6. Retention of ownership.

All subjects of sale remain our property until all obligations of the customer have been completely discharged. The retention of ownership applies particularly also to secure all entitlements that arise in connection with the execution of the order, such as for transport costs incurred, later repairs, and the like. Ownership does not in any event transfer to the customer until he has settled all his obligations from the mutual business relationship. This applies even when the delivery price for particular items identified by the customer is paid.

In the case of a running account, the retained ownership serves as a security for our total claim.

Working and processing may only be carried out within the framework of normal business operations. Working and processing are in any event carried out on our behalf, without us taking on any obligation and without our ownership thereby lapsing. If the customer processes our retained goods with other goods, we are entitled to ownership of the new thing in proportion to the value of all the goods to be processed at the time of processing.

The new thing arising from the processing is deemed insofar to be retained goods for the purpose of these Terms and Conditions. The processed goods serve as our security only in the amount of the value of the retained goods. If the customer disposes of our retained goods, he assigns to us, now, immediately, his rights from the disposal, in the same amount regardless of whether he disposed of the goods unprocessed or processed and together with other services or whether he disposed of them to one or more purchasers. If the customer disposes of our retained goods, processed or unprocessed, together with other goods not belonging to us, the assignment of the entitlement to us applies only in the amount of the value of our processed retained goods. The assigned entitlement serves as our security only in the amount of the retained goods sold.

The customer is entitled and empowered to onward sale and onward disposal of the retained goods only with the provision that the claim for the sale price from the onward sale transfers to us in accordance with the preceding section. The customer is not entitled to dispose of the retained goods in other ways. The customer is empowered to collection of the claim from the onward sale in spite of the assignment. This empowerment can be revoked by us at any time, whereby our authority to collect remains as a matter of principle undisturbed by the empowerment of the customer to collect. We will, however, not collect the claim ourselves so long as the customer fulfils his payment obligations in an orderly fashion. If required by us to do so, the customer has to inform us of the debtors of the assigned claims and to disclose the assignment to the debtors.

We are obliged to release the securities to which we are entitled in accordance with the foregoing provisions – at our discretion – insofar as their value exceeds the value of the claims to be secured by 25%, but with the proviso that with the exception of delivery in the real current account proportion, release only has to take place for such deliveries or such substitute values as are themselves fully paid.

7. Complaints and warranty.

We make warranty for execution in accordance with the current state of the art. Complaints must be made without delay, but at the latest within 2 weeks of delivery, in writing, with the attachment of a sample for each of the defects complained of and quoting the delivery ticket and packing slip data. We cannot acknowledge any complaints without this sample or after expiry of this period. Defects which cannot be detected within this period even with careful examination must be complained of at the latest within two weeks after discovery of the fault. Complaints can in no circumstances be recognised after the expiry of six months calculated from the date of delivery.

Sorting costs for parts to which objection has been made or for reasons of complaints cannot be recognised.

Parts to which objection has been made are to be sent back to us immediately on request. Defects of which justified complaint is made will be rectified by us without charge in such a way that we replace without charge all parts which have become unusable demonstrably as a result of defects in the material or due to false execution. Expenses beyond the replacement delivery, a right to transformation or reduction or to compensation for damages of any kind, in particular regarding lost profit or refund of costs incurred by the customer directly or indirectly through the acceptance, usage or processing of the faulty items are excluded, as also are consequential costs. In the case that the order is passed on to sub-suppliers, our liability is limited in nature and scope in accordance with the terms and conditions agreed with the sub-supplier.

Defects which have arisen through normal wear and tear, excessive stress, or incorrect use, together with defects which are to be attributed to arrangements of the customer against which we have raised objections or to the use of materials of the customer do not fall under the warranty. Slight colour variations from the original or from the colour specifications do not form a justified basis for a complaint.

8. Tolerances.

Tolerances are +/- 0.4 mm, except when otherwise specified in the offer. The quality assessment of the parts, when not otherwise specified in the offer, is made under VDA-Band 16.

For printed colours according to proof or pattern, slight variations in colour tone are reserved.

9. Correction proofs.

Correction proofs are sent to each customer before carrying out the order. These are to be examined by the customer for setting and other errors, and to be returned to us as print-ready.

We are not liable for errors overlooked by the customer. Alterations specified by telephone require confirmation in writing.

We take no responsibility where the despatch of proofs is not required by the customer.

10. Plans, technical documents, tools.

The print documents associated with the offer of supply which are to be produced by us, such as drawings, films and the like, are only for the purposes of manufacture. They remain our property and are not supplied.

The property of the customer (drawings, blueprints, printing plates etc.) will be handled by us with due commercial care and returned after completion of the order, at the cost of the customer. However, no liability is accepted for items which may become lost.

Tools for which the customer bears a proportion of the cost remain our property without compensation.

The supplier is obliged to preserve tools for 3 years from the last call-off and print documents for 2 years from the last call-off. A differing regulation requires written confirmation by the supplier.

11. Place of fulfilment.

Place of fulfilment for delivery and payment is exclusively Seelbach (Black Forest). This also applies for claims arising from bills of exchange and cheques. Place of judgement is exclusively Lahr (Black Forest).

12. Changes, partial invalidity.

Changes or supplements to these Terms and Conditions of Supply or to the terms and conditions agreed in the individual case require in all cases the written form to become legally effective.

If any part of these Terms and Conditions or of our agreements with the customer in the individual case is void or in any other way legally ineffective, the validity of the remainder is not affected.

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