

Conditions of sale

1. General

For termination of contract only our conditions of sale and delivery shall apply. Any conditions contrary to the present ones shall only apply with our **express confirmation** in writing. Any sub-agreements or undertaking on part of our representatives must be provided with our confirmation.

2. Prices / Offers

Our prices are subject to alterations and are expressed in Euro, unless otherwise provided. In case of an increase in costs, the price (rate) valid on the date of delivery shall apply.

If not otherwise provided in writing, the price is understood **ex works exclusive of costs of packaging, freight, postage, insurance and other costs**, but not inclusive of obligatory VAT.

Calculation of part of costs for tools shall **not** provide the buyer with **the right to respective tools. Costs of tools shall be settled net and immediately**. Samples shall be charged as production costs.

Our offers are subject to alterations and are not binding.

Any orders shall be considered valid only upon our confirmation in writing.

Generally, any oral amendments, changes or sub-agreements must be provided with our confirmation in writing.

3. Dispatch / Delivery dates

Dispatch and transportation are generally done at expense and risk of the buyer even in case of price "free station" or "free house".

The buyer shall **not be exempt** from the obligation to pay the invoice in case of loss or damage of goods during transportation. Any differences with respect to delivery note or invoice or order confirmation must be **reported in writing immediately after the receipt of the goods**.

Information regarding the time of delivery is considered approximate and non-binding. Delivery term shall start as of the date of our order confirmation and shall apply if clarification has been provided by the buyer in due time. For keeping to delivery dates and terms the time of dispatch from the factory shall be considered as relevant. They shall be deemed as dates and terms to be complied with provided there is a ready-for-dispatch note. No delay penalty or any other claims due to delayed delivery shall be possible.

In case of special models we reserve the right to a 10% tolerance in delivery amount. Partial deliveries are allowed.

4. Packaging

It is charged as little as possible. In case of a return of franco shipment, boxes, partitions, crates, and bags shall be credited up to 2/3 of the calculated value. Hobbocks and barrels according to a special agreement. Other packaging material shall not be taken back.

5. Withdrawal from the contract

We shall be entitled to either partial or complete withdrawal from the contract at any time in case of a breakdown of any kind, and especially in case of force majeure. We shall have the same right in case of receiving unsatisfactory reports regarding economic situation of the buyer after signing of the contract. Legal invalidity of certain parts of the contract shall not release the buyer from the contract as a whole. Contract rights of the buyer may not be transferred.

6. Complaints

Complaints must be submitted in writing within 14 days after the arrival of the goods, together with exact information about the defect (as well as in case of the previous oral or telephone notification). In case of a well-grounded complaint we shall decide at our discretion either to grant a decrease in the price or, in case of return of the goods, to grant a new delivery. Any other claims are excluded. Return of shipment may be done only after a previous agreement in writing.

7. Payment terms

Unless otherwise provided in writing, the following terms of payment shall apply:

Within 10 days after the invoice date - with a 2% deduction granted.

Within 30 days after the invoice date - the net amount.

Any costs of payment transactions shall be borne by the buyer. In case of overdue payments or in case of default of payment we shall be entitled to calculation of an interest in the amount of 5% to the relevant discount rate of Deutschen Bundesbank. We reserve the right to accept bills. In case of our accepting of bills, any costs and discounts therefore shall be borne by the buyer.

8. Competent court / place of fulfillment

The place of fulfillment as regards deliveries and payments is Großdeinbach. The competent court is Schwäbisch Gmünd.

9. Reservation of proprietary rights

We reserve the right to goods delivered by us until the full payment thereof (including any interest and costs) to which we are entitled according to the existing business relations with the buyer. Any bills and cheques shall be deemed as payment only from the moment they have been cashed in. In case when our goods and other goods are combined by the buyer to make a new article, it shall apply as agreed that, pursuant to Art. 947 par. of the Civil Code, the buyer shall communicate so to us and take the article in safekeeping for us.

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