

General Terms of Delivery

All deliveries of the Vendor are carried out exclusively on the basis of these General Terms of Delivery. They are part of all Purchase Agreements, which the Vendor may conclude with a Contract Partner.

Terms and Conditions of the Buyer do not apply, even if the Vendor does not object to their validity in particular cases.

The terms of delivery of the Vendor are only approximate indications, unless a precise delivery date been agreed upon. In this case the term of delivery is extended to a reasonable extent in case of force majeure or unforeseeable troubles in the production process.

When the goods are handed over to the transport agent or responsible driver, any risk involved is transferred to the Buyer.

Upon delivery, the Buyer is obliged to control the goods with respect to shortages and/or visible damages. Complaints are only admissible if made in writing within a term of 3 days after the receipt of the goods.

The period of warranty amounts to 6 months as of the delivery of the goods. Defective goods are replaced within a reasonable term by the Vendor.

A liability of the Vendor for damage compensation is excluded in the case of slight negligence. The Vendor is not liable for subsequent damages.

As of their due date, any delay in the payment of invoices result in the addition of 8 % interest p.a. to the invoice amount.

In case of a payment delay, the right to claim higher interests and further damage compensations remains unaffected.

The offset against claims of the Buyer or the retention of payments on account of such claims can only be admitted if the counter-claims are proved or determined in a legally binding procedure.

The Vendor is entitled to carry out pendant deliveries only against prepayment or security deposits, if upon conclusion of a contract he becomes aware of circumstances that put into question the credit standing of the Buyer.

The goods remain property of the Vendor until the complete payment of the invoice amount by the Buyer.

If the Buyer has his seat in the area of the Federal Republic of Germany, any disputes arising under this contract will be settled before the competent Court of Saarbrücken. The contract with a Buyer having his seat in the area of the Federal Republic of Germany is ruled by German Law. The United Nations Convention on Contracts for International Sale of Goods dd. 11.4. 980 (CISG) shall not apply.

If the Buyer does not have his seat in the area of the Federal Republic of Germany, any disputes arising hereunder will be settled before the competent Court of Sarreguemines and the valid jurisdiction is the French Law.

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