

Terms and conditions of sales

Quotations

Our quotations are non-binding.

Placing an order

An order is not considered placed until it has been accepted by us in writing. Any supplements, modifications or verbal agreements are subject to our written approval in order for them to take effect.

Prices

All prices are ex works from Marbach and exclusive of packaging. The prices given have been calculated on the basis of the current cost of production. If these prices change as a result of modifications in material or labor costs, we reserve the right to calculate the prices applicable at the date of delivery. The minimum order is € 25.00.

Shipping

Shipping is payable by and at the risk of the Customer and shall include 0.1% transport insurance relative to the value of goods.

The prepaid return of boxes is credited at 2/3 of the amount only if they are in perfect condition.

Terms of payment

Invoices are payable either within 10 days, calculated from the date of invoice, with a 2% discount, or within 30 days without any discount. Goods remain our property until the invoice has been paid in full. If the delivered goods are resold prior to the final payment, the goods shall be the Customer must remunerate the purchase price demanded in place of the goods.

Delivery period

The delivery periods given are not binding. Penalties for delays or claims for damages are excluded. The delivery period starts from the day of sending the confirmation of order, but not prior to the receipt of all documents that must be provided by the Customer.

Warranties

We make warranties for delivered tools in that we take back parts, on which a material or manufacturing defect has been proven beyond any doubt, at the calculated price or replace them with new ones. Further claims by Customer, in particular claims for damages not caused on the delivered goods themselves, are excluded. The warranty period is 12 months starting from the day of the passing of risk. The risk is passed to the

Customer no later than the day the order confirmation is sent

Product development orders

For orders whose implementation requires special product development work, Buyer shall not acquire any inventor's rights to the developed products or the devices used for manufacturing said products, even if he has contributed to the development costs.

Protective clause

The present Terms and Conditions of Sale form the basis of all deliveries. Any other General Terms and Conditions or Terms of Delivery are only applicable if they have been expressly approved by us in writing. The present Terms and Conditions also apply to all further orders, including verbal ones, and deliveries, extensions and modifications of a delivery, even if no express reference is made thereto.

Reservation of title:

1) Supplier reserves the title of the delivered goods (reserved property) until all claims have been settled, even if payments for specially designated claims have been made. With a current account, the reserved property serves for securing payment of the amount outstanding. If the invoice value of the goods sold with retention of title exceeds Supplier's claims not only temporarily by a total of more than 20%, Supplier shall release upon request the adequate amount of the goods sold with retention of title at his discretion.

2) Processing or transformation of the goods sold with retention of title shall always be done for Supplier as manufacturer, but without obligation for him. When processing the goods sold with retention of title using goods not belonging to Supplier, according to paragraph 950 of the German Civil Code, Supplier has co-ownership of the manufactured product in proportion to the invoice value of the processed goods sold with retention of title, relative to the invoice total of all other goods used in manufacturing. If Supplier's goods are mixed or combined with other products, thus causing Supplier's ownership of the goods sold with retention of title to lapse in accordance with paragraphs 948 and 949 of the German Civil Code, it is agreed that Buyer's ownership over the mixed or uniform product shall pass to Supplier in proportion to the invoice value of Supplier's goods sold with retention of title and that Buyer shall keep these goods on behalf of Supplier at no charge.

3) Buyer shall have the right to process and sell the goods sold with retention of title in the course of normal business under his standard terms and conditions as long as he has not delayed payment. Pledging or assignment of securities is prohibited.

The claims arising from reselling or from any other ground of justification (insurance, tortious act) with respect to the goods sold with retention of title (including all amounts outstanding from account current) shall pass in their entirety, for reasons of security, from Buyer to Supplier. Supplier authorizes Buyer until revoked to collect all receivables of Supplier for the account of the latter under his own name. This authorization to collect receivables can only be revoked if Buyer does not settle his financial obligations in due time.

4) Buyer commits himself to provide any information necessary for enforcing Supplier's rights and to hand over any documentation necessary for this. When third parties have access to the goods sold with retention of title, especially in the case of pledging, Buyer must point out Supplier's ownership and notify the latter at once by registered mail to enable Supplier to enforce his rights of ownership. Buyer shall bear the costs of all measures necessary for averting the intervention.

5) Any breach of contract by Buyer - in particular delayed payment - shall authorize Supplier to request the return the goods sold with retention of title or, where appropriate, request transfer of Buyer's claims for return against third parties. Requesting the return and pledging of the goods sold with retention of title by the seller do not constitute a rescission of the contract.

6) Buyer is obligated to provide for adequate insurance protection of the goods sold with retention of title. Despite the reservation of title, Buyer bears the risk of loss and deterioration of the goods sold with retention of title.