

General sales conditions no. 4

General

The following general sales conditions apply exclusively to all transactions between us and our business partners, even if different conditions are stipulated or prescribed to us. All orders placed by travelling staff or representatives require our written consent to be valid.

Prices

The prices are deemed ex works, strictly net, without packaging costs and the like; they are always subject to change.

Delivery time

Any agreed dates and periods are always considered as estimates. We reserve the right to withdraw from the contract should circumstances arise changing the conditions existing at the time of the offer, order or order confirmation. For such cases, we have, at our own discretion, the right to adhere to the contract and charge the current price for the goods valid at the time of delivery.

Shipment

Shipment always takes place, even with post-paid deliveries, at the expense and risk of the buyer. Insurance for damages in transit is made at the request and expense of the buyer. However, we reserve the right to insure the shipment in whole or part at the expense of the buyer, without obligation to do so. For reports of damage to shipments insured through us, the terms and deadlines of the respective carrier and insurance companies apply.

Packaging

The packaging of the goods is, unless otherwise agreed, determined at our discretion. We reserve the right to charge, besides the value calculation, a deposit for special packaging. Packaging is charged at cost price and will not be taken back.

Payment

Place of performance for deliveries and payment is for all current and future orders Werne. Payments shall be made, unless otherwise agreed, net 30 days after the invoice date, without any deduction free of charge to Werne. The date of settlement is the date upon which the amount is at our disposal. For payments within 8 days after the invoice date, we grant a 2% cash discount. In the case of delayed payment, a 3% default interest will be charged above the legal bank discount, while reserving the right to assert claims for higher compensation.

Upon deterioration of the buyer's ability to pay or after receiving unfavourable information about him, we have the right to demand advance payment of sufficient security of the invoice amounts, even if other conditions are provided or agreed upon. In these cases, unpaid bills are payable immediately. The same applies if the buyer mortgages stocks, accounts receivables, etc. or purchases goods as security for other creditors, or fails to pay despite repeated reminders. Retention or offset with any claims by the buyer against our payment entitlement is excluded.

Reservation of title

The delivered goods remain our property until the purchase price is paid in full and until payment of all previous and future deliveries within the business relations, including all secondary claims (if payment is made by a bill of exchange, until the discharge of the check or bill). The buyer is hitherto not entitled to pledge the goods to third parties or transfer them by way of security. The ruling rights of sale during the ordinary course of business remains unaffected. In the event of resale, it is agreed that the reservation of title to the resold goods are forwarded from the buyer to the new buyer or new seller. The proceeds from the resale should be kept separately in our behalf. The buyer herewith assigns all claims against a third party resulting from the resale or any other legal reason to us for our security. The buyer is authorised to collect these claims on our account as long as the buyer meets his payment obligations to us in due course. We are, however, entitled to inform the buyer (third party), to be identified upon request, of the transferral of the claim, and issue instructions. The buyer must inform us immediately of any access by third parties to the goods supplied under reservation of title or assigned claims. The right of title is also valid against the carrier to whom the goods are handed over at the request of the buyer or on our commission.

Custom-made products

For custom-made products, we have the right to demand total or partial advance payment. For mass-produced articles we are entitled to carry out excess or short deliveries of 20% and partial deliveries.

Tools always remain our property, even if the buyer has paid them in whole or part.

It is exclusively up to the buyer to ensure that the goods commissioned do not violate the property right of third parties. The buyer thereby assumes full responsibility for any claim towards us.

Complaints

Complaints must be reported to us in writing immediately after discovery. Should we not receive a specified notice of defects by the buyer within 4 weeks after

receipt of the goods at the address location, namely at the postal, or railway station, or receiving forwarded, or air freight, sea port agency, etc. of the address location, quality and quantity, etc. are deemed to be approved under relinquishment of any right to complaint relating to apparent or allegedly concealed defects. For any goods delivered by us proving to be defective, after unchanged receipt of goods free of charge, provided timely and formally correct submission of the complaint, we may, at our discretion, provide either free replacement, or repair, or refund the value of the goods at the current price at the time of receipt by us. Any further claims of the buyer or third party are expressly excluded in any case.

Tolerance ranges shall be deemed as accepted according to the respective state of the art technology, unless special agreements have been explicitly agreed.

Warranty terms

Regarding deficiencies of the delivery, including the absence of expressly warranted characteristics, we shall be liable in such a way that we will repair or replace at our discretion all parts which prove useless or considerably impaired in their usefulness, within 6 months (3 months for shift operations) since the delivery date (day we dispatched). We shall only be liable for material defects where reasonable care should have led us to recognise the defects. Any further claims of any kind of the buyer or third party are expressly excluded in any case. The buyer shall bear any costs incurred by us arising from unjustified notices of defect.

We must be notified in writing of any complaints immediately after discovery and concerned parts should be submitted upon request. The complaint period ends at the latest upon expiry of the 7th month since the day of delivery (day we dispatched).

The buyer shall afford us the necessary time and opportunity to undertake all the changes deemed necessary to supply spare parts. Replaced delivery items shall become our property.

No liability shall be assumed: a) for damage resulting from normal wear; b) as long as the buyer has not fulfilled his obligations towards us, especially the agreed conditions of payment; c) when the buyer carries out modifications and repairs without our authorisation.

Tolerance ranges shall be deemed as accepted according to the respective state of the art technology, unless special agreements have been explicitly agreed.

We have carefully checked all the information in this catalogue (technical data, illustrations, dimensions, etc.) and they are based on our knowledge and production status at the time of printing. They do not, however, represent binding assurance.

Place of jurisdiction

The relationship between us and our clients is governed by German law. Place of jurisdiction for everything arising from the delivery contract

Hohner Elektrotechnik GmbH

Gewerbehof 1
D - 59368 Werne

Phone: 0049 (0) 2389 9878-14

Fax.: 0049 (0) 2389 9878-28

E-Mail: info@hohner-elektrotechnik.de

Homepage: www.hohner-elektrotechnik.de