

## - Conditions of sale and delivery of the DREMEC GmbH -

### 1. General items

Our conditions of sale and delivery are applicable for all services, even if the purchaser explicitly prescribes something different.

Silence on our part to the conditions of the purchaser cannot be regarded as acceptance or consent.

### 2. Prices

The prices are applicable for delivery ex works, exclusive packaging and V.A.T.

### 3. Retention of title

Until the complete payment of the purchase price incl. collateral charges the delivered goods remain in our property. **By processing or alteration of the goods subject to reservation of title the purchaser does not acquire the property of the new object according to § 950 of the German Civil Code (BGB). If the goods subject to reservation of title are processed, mixed, blended or joined with other objects we acquire co-ownership of the new thing with a share representing the proportion of the invoice value of our goods subject to reservation of title to the total value. Herewith the purchaser conveys to us the claims from the resale or other realizations as e.g. contracts for work and materials with all ancillary rights namely also proportionately insofar as the goods have been processed, mixed, blended or joined and we have acquired co-ownership of them to the amount of our invoice value.** If the buyer's claim from the resale is set on a current account relationship with his purchaser, the buyer conveys to us his claim from the current account relationship to the amount of the invoice value of the goods subject to reservation. Herewith we accept the above conveyance.

### 4. Terms of payment

Payments must be made within 30 days from invoice date net cash, within 8 days with 2% discount.

Payments shall be made without any deductions and free of transaction charges to the deliverer's designated account.

The purchaser can only set off against claims which are uncontested or legally established.

### 5. Deliveries

The delivery period starts with the issue of the written order confirmation and after clarification of all execution details.

If we should get into default with our delivery the purchaser has to set an appropriate extension of time for the delivery. After expiry of this extension period the purchaser has the right to withdraw from the contract if the goods have not been notified ready for delivery up to the expiry of this extension of time.

However, also in this case the purchaser must accept partial quantities insofar these can still be delivered within the extension of time.

We are always entitled to partial deliveries.

The goods are delivered in conditions customary to the trade.

We reserve the right of excess deliveries of up to 10% for custom-made goods for technical and organizational reasons.

Because our products are sold by weight, considering tolerances of scale counters, we only accept delivery divergences of more than 2%.

## **6. Liability**

Our liability for damages and for the compensation of expenses without avail - no matter on which legal grounds - is limited to gross negligence and intent. This also applies for breaches of duty of our legal representatives and vicarious agents. In case of slight neglect – no matter on which legal grounds - we are only liable in case of infringements of essential contractual duties. All limitations of liability are not applicable for claims in the context of violation of life, body, or health as well as for claims from the product liability law (Produkthaftungsgesetz) and other compulsory liability constituting regulations.

## **7. Passing of risk**

Each delivery – incl. carriage free – is executed at the customer's risk. With the handing over of the goods to the forwarder, freight carrier or collecting person, but at the latest when leaving our company, the transport risk is transferred to the customer, this also applies for transports with our transportations.

## **8. Notice of defects**

Notices of defects of all kinds, also concerning the absence of warranted characteristics, must be made in writing and must be precisely founded. Furthermore they must reach us within eight days of receipt of the goods at the goods destination. Hidden defects must be claimed immediately after identification. Any kind of warranty ends twelve months after receipt of the goods.

The right of notice of defects expires if the customer continues to use, process, assemble or sell the goods after identification of the defect.

Defects of basic material which are not visible during processing in our production are excluded from the warranty.

In case of founded notice of defects we are obliged to either perform a rectification of defects, credit the reduced value or to make a replacement delivery. It is our choice which of these options is taken.

## **9. Quality**

The tolerances quoted in our catalogue as well as our DREMEC company standard based on the DIN standards 13, 76 etc. apply. According to our QM – manual (based on ISO 9002) we assure for outside threads screw nut mobility in the standard case.

## **10. Offers**

Offers from our part are always subject to confirmation, they are understood on immediate acceptance. Quotation prices for special parts have a validity of 6 months, thereafter the price on our acceptance of order is applicable.

In case of information about stock inventory we reserve the right to prior sales, delivery periods for custom-made products are only valid at the moment of the announcement of the offer.

## **11. Website**

Orders made via our website are binding for both sides. The DREMEC GmbH does not guarantee the correctness of the data displayed.

## **12. Place of jurisdiction**

The exclusive place of jurisdiction for all disputes resulting from the contractual relationship is the principal office of DREMEC GmbH in Löhne/Westfalen, if the purchaser is a merchant who has been entered as such in the commercial register (Vollkaufmann).

Only the law of the Federal Republic of Germany is applicable, the United Nations Convention on Contracts for the international sale of goods and the German conflict of laws (deutsches internationales Privatrecht) are not applicable.

In any case the German version of these terms of contract is decisive.

## **13. Severability clause**

If one of the above clauses is invalid or becomes invalid the validity of the remaining clauses and the contract as a whole is not affected hereof.