

## 1. General

Following General delivery and payment conditions for manufactured items and services for electrical industry we'll be applied if there is no other specific written agreement. Our delivery conditions apply also, when the purchaser excludes the validity of selling conditions of vendor in his purchase conditions and no specific disagreement occurs from our side. These conditions apply also, for phone or faxed offers and confirmations for orders, even if it was not specifically referred to the conditions. For binding, oral agreements and special understandings, written confirmation through us is required.

## 2. Prices

The indicated prices are factory prices without value added tax (VAT) and they are non-binding. A processing fee will apply for any billing amount below 500 €.

## 3. Deliveries

- a) Prices EX WORKS, without packaging.
- b) Freight will be charged extra.

## 4. Terms of delivery

The period of delivery on each confirmed order will be widely fulfilled, although they are non-binding. We reserve the right to ship partial deliveries. Any claims due to delayed deliveries will not be accepted. Problems that are acts of nature beyond our control, like strikes, lockouts, company interference, trouble with materials etc., allow us to withdraw from a contract.

## 5. Transfer of risk

Risk is transferred to the customer according to the agreed INCOTERM article written on the order confirmation.

## 6. Reserve of property

Delivered goods remain our property until all vendors' demands are fulfilled. This applies also to the simultaneously or later closed deals.

## 7. Complains

Complaints of delivered goods can only be accepted within the following period of time:  
Difference in quantity, within 2 working days  
Damages, within 2 working days  
Obvious damages on the packaging have to be recorded on the freight agents transportation papers at the delivery of merchandise.

## 8. Warranties

We guarantee all delivered products, within Federal Republic of Germany for 2 years. After receipt of goods by the retailer any defects have to be immediately reported to us in writing. Return of the defected goods has to be agreed upon before their return.

## 9. Return

In general we do not accept returns. Though, if it is unavoidable, it is subject to our explicit and written permission. Returned items can be only products that are still in original packaging, without price- and / or miscellaneous labels / stickers on it. Basically products are disqualified to return if they were customized. Any freight charges on returned items are the customers responsibility.

## 10. Payment conditions

- a) Payment according to the agreed terms written on the order confirmation.
- b) Outstanding payment will be charged according to the banks ordinary debit interest, without any preliminary reminder.
- c) In case of delayed payment total payment will be due.

## 11. Place of jurisdiction

Place of jurisdiction is in Horb. The law of Federal Republic of Germany applies.