



## SALE, DELIVERY AND PAYMENT TERMS AND CONDITIONS HFB WÄLZLAGER-GEHÄUSETECHNIK GMBH, BUCHEN

### GENERAL

The conditions listed hereinafter are valid for all - also future - business relations between HFB Wälzlager-Gehäusetechnik GmbH (in the following: HFB) and its customers, even if there is no special reference to our conditions in the particular case.

The conditions are approved of by placing an order or accepting the delivery. Divergent conditions of the customer are hereby particularly contradicted. Execution of a delivery is not regarded as recognition of external conditions either.

To become effective all verbal agreements require a written confirmation by HFB.

Conditions of a customer contradicting with these delivery terms, are not obligatory for the supplier even if the order is based on them, and we have not expressly excluded them.

### OFFER AND CONCLUSION OF THE CONTRACT

Offers from HFB are in all their parts without any obligation and they do not commit HFB to accept the order.

The buyer is, however, bound to his order, however for maximum of 2 weeks. The contract takes place only upon receipt of the order confirmation from HFB to the customer.

### RELEASE ORDERS

The buyer has to call off release orders within the period agreed on. If he comes completely, partly or longer than one month behind the schedule with calling off the release order, HFB is then authorized to deliver the remaining quantity to the customer and to bill for possible arising storage costs.

If the list prices of HFB change after granting the release orders, the list prices valid at the time of the delivery are then regarded as agreed.

### RESCISSION OF THE CONTRACT

- 1) HFB has the right to withdraw from the contract, if
  - a) circumstances occur which justify the assumption, that the customer will not duly fulfil his contractual obligations (particularly stoppage of payments, insolvency application, liquidation of a business, settlement petition et al.);
  - b) the fulfilment of the obligation to deliver is not possible for HFB due to the fact of not being supplied by third parties;
  - c) a breakdown of any sort occurs, without any fault of HFB, preventing or aggravating the fulfilment or making the fulfilment more expensive;
  - d) the customer does not comply with the regulations concerning the reservation of title despite of a new deadline.
- 2) A considerable price increase according to the paragraph 1c) will occur if additional expenditures exceed 5% of the contract price agreed on

### PRICES

Our prices are quoted in EUR ex works without value added tax. Special packings are calculated at cost.

Invoices are payable within 14 days as of date of the invoice with 2% cash discount, within 30 days as of date of the invoice without any discount, provided that nothing else is agreed in writing. Skonti are only accepted if older invoices are balanced.

Bills of exchange can be accepted only in special cases and according to a previous agreement. If such are accepted, payments by cheque or bill of exchange are regarded as been carried out only on the day when HFB can dispose about the amount. Credit notes for cheque and changes are always valid subject to the encashment by the drawee. Discount charges and other costs are at the expense of the customer. HFB does not assume any liability for the punctual presentation of cheques and bills of exchange.



In the event of overrunning time limits, and generally regarding all outstanding payments of the customer, HFB is authorized to require default interest in the amount of 3% over the respective key interest rate of the ESCB (European System of central Banks) without requiring a notice of default.

HFB reserve their right to claim a further delay damage in any case. On the other side the customer is at liberty to prove, that a small or even no damage has arisen.

The customer can only offset counter demands which are approved or legally titled.

Credit vouchers shall not be compensated for in cash but settled with our future demands.

### **DELIVERY TIMES**

Delivery times agreed on shall be met as far as possible. Fixed deals (fixed dates) require a special agreement. A specification of the delivery date in the order confirmation or in the order does not justify the acceptance of a fixed date. No compensation can be required because of a non-compliance of the delivery date.

### **WARRANTY FOR DEFECTS**

HFB must receive in writing a justified and specified Customer's complaint of any type within 14 days after the arrival of the product at the place of destination. Hidden defects shall be contested immediately after discovery, however 2 years after the receipt of the product at the latest. The customer does not have the right to carry out any changes or reworkings regarding complaints at our expense without our express consent.

In the event of a justified complaint a free repair or a substitute delivery of faulty pieces shall be carried out provided we have convinced ourselves of our negligence after having been sent said parts by the customer, freight paid.

Freight charges will be refunded if applicable.

We are authorized but not bound, however, to grant a refund of the selling price instead of a substitute delivery. Any other exceeding claims (e.g. for consequential damages) are excluded, unless warranted characteristics had not been met.

### **RESERVATION OF TITLE**

The delivered product remains our property until fully paid. The buyer is not authorized, as a precaution, to pawn the product before this time or to transfer it to third parties. In the event of distraint as well as confiscation or other disposal by third hand, the buyer has to inform us immediately. If the product is resold before complete payment, then the buyer hereby hands over his demands to us without requiring an express declaration of assignment. As a precaution the buyer hereby transfers everything to us that he gets in return for the resold product.

### **TRANSFER OF RISK, PLACE OF JURISDICTION AND PLACE OF PERFORMANCE**

The risk is transferred to the customer at the latest with the despatch of the product ex works, and this also then, when freight paid delivery was agreed on. If the dispatch is delayed due to circumstances for which the supplier is not responsible, the risk is then transferred to the customer from the day of the dispatch readiness.

Place of jurisdiction for all disputes concerning the contractual relationship as well as the other business relations between the buyer and HFB is Buchen/Odenwald.

Place of performance for all deliveries, performances and payments of the contracting parties is Buchen/Odenwald.

### **LIABILITIES OF THE CONDITIONS**

If single parts of the aforesaid SALE, DELIVERY AND PAYMENT TERMS AND CONDITIONS should be or become ineffective or void by law or a special provision, then the effectiveness of the other regulations shall not be affected.

### **APPLICABLE LAW**

The contract is subject to the German law.