

Ostthüringer Metallwaren GmbH  
Untere Haardt 32  
07937 Zeulenroda-Triebes  
Germany  
Tel.: 0049 36628 - 97650  
Fax: 0049 36628 - 976516

## **General Terms of Sale and Delivery**

### **General**

The following terms and conditions apply to all offers, orders and other legal business with our customers. Terms of purchase, if any, by our customers, do not apply even if we have not expressly contradicted them. Oral arrangements and arrangements by telephone, in order to be valid, require written confirmation.

### **Offers and prices**

All offers and prices are without obligation. We expressly reserve the right of changing prices due to higher or lower prices of materials and costs. Our invoices are based on the prices on the date of delivery. All invoices are made out in Euro currency. The goods price does not contain value-added tax, which is shown as a separate item on the invoice. Our prices are ex-works prices and exclude packaging.

### **Call orders**

We can procure the material for the complete order and process the complete quantity ordered without delay. Therefore, change requests which the customer may have cannot be accepted unless they are expressly agreed. The maximum term of call orders is one year.

### **Dispatch**

We decide on the type of dispatch unless the customer has prescribed relevant details in his order. The goods are transported at the cost and risk of the addressee.

### **Packaging**

Packaging is charged at cost and will not be accepted back.

### **Place of performance**

Place of performance of delivery and payment is Zeulenroda, Germany. The legal venue, including for drafts and cheques, is the District Court of Greiz.

### **Payment terms**

Cash payment without deduction within 30 days of the dispatch and invoice date, or within 10 days with 2% discount. Any payment shall be completely without deduction for us. If payment is delayed, we charge interest on the delayed amount at the rate commonly charged by banks for current account credits, at least 5% above the current discount rate of Deutsche Bundesbank, plus value-added tax. Bills of exchange in lieu of cash will only be taken in when honoured. All charges are to the customer's account.

### **Buyer's creditworthiness**

If a customer delays payment or if his financial situation worsens after the conclusion of contract, all outstanding payments fall due for payment immediately. This includes bill of exchange payments. In any such case, we can either withdraw from the contract or make delivery against provision of security or advance payment.

### **Retention of title**

All goods delivered remain our property until payment is made in full. The goods will not become the buyer's property unless the buyer has made full payment of all amounts from our delivery of goods. For open accounts the reserved property is deemed to be security for the outstanding amounts. The buyer can sell the goods with retention of title in the normal course of business. If our goods are processed, joined or mingled with other goods not delivered by us, we are the co-owner of the new goods in the relation of the value of the retained goods to the other goods not owned by us. Pledging or chattel mortgaging the retained goods is not permitted to the buyer. The buyer is obliged to inform us immediately of any attachment or any other interference by a third party with our rights to the goods title to which is retained.

### **Complaints of defects**

Complaints of defects are only possible within 8 days of the receipt of the goods. After that time, the delivery is deemed to have been made unconditionally. In case of justified complaints, the buyer can only claim free replacement. The complained goods must be returned to us. Other claims, especially for consequential damage of any kind, are expressly excluded. Complaints are no reason for changing the agreed terms of payment or delay payment.

### **Delivery periods**

Delivery periods are decisive for the time of delivery. Delivery periods are only approximate. If the period of delivery is not observed, we are entitled to a reasonable grace period. Unforeseen events (strike, lockout, force majeure, etc.) which are beyond our control and which we cannot avert, whether they affect us directly or indirectly, entitle us to a reasonable extension of the period of delivery or we can withdraw from the contract or any part of it. If delivery is delayed, the buyer cannot claim damage from non-performance. Likewise, he cannot claim damage due to delay.

All agreements are subject to German law.

These Terms of Sale and Delivery are effective from 1 January 2001. All previous versions are invalid.