

## ***Terms and Conditions of Sale and Delivery (status April 2003)***

### **15. General terms of delivery for customers with their place of business outside Germany**

The legal relationship to purchasers residing outside Germany is ruled by the United Nations convention on contracts on the international sale of goods unless amended or altered by the No. 15.1 – 15.10 hereinafter. Purchasers terms of purchase do not apply.

**15.1.** Our offers are binding unless explicitly characterized as non-binding

**15.2.** Deliveries are performed EXW Lüdenscheid according to incoterms 2000

**15.3.** The Goods supplied shall remain our property until the purchaser paid them in full.

**15.4.** All payments have to be made in EURO at purchasers costs with our German bank account If the purchaser defaults on his payments he has to pay default-interests at a rate of 8% above the current basis-rate as published by the European central bank

**15.5.** The Purchaser has to inspect the goods delivered immediately upon receipt and to give the seller immediately written notice on a lack of conformity. In any case the Buyer loses the right to rely on a lack of conformity of the goods delivered if he does not notify us thereof within a period of 6 months from the effective date of delivery.

**15.6.** Any claim of the buyer based on non conformity of the goods expires after a period of 6 month starting with the proper notice pursuant No. 15.5 hereinbefore.

**15.7.** In case of non conformity of the goods we have the right to choose the delivery of substitute goods instead of repairing the non conforming goods. If we do so, the buyer, at our costs, has to put the non conforming goods at our disposal.

**15.8.** We are not liable for damages resulting non conformity of the goods except that such non conformity results from intentional acts or from negligence on our part. In any case the Liability for such damages is limited to € 25.000,00

**15.9.** Should any of the provisions hereinbefore become invalid or void or unenforceable, the remaining provisions shall be valid

**15.10.** Place of jurisdiction is our place of business. However we reserve the right to sue the buyer in the court competent for his place of business.