

## **Conditions of sales and delivery**

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### **General**

The following conditions apply for all legal transactions made by or done with us which are acknowledged by placing an order. Differently worded agreements are only binding, if they have been confirmed by us in writing.

General business conditions, in particular purchase, delivery and payment conditions, of any debtor which are in conflict with the originator's general business conditions shall have no effect.

### **Offers**

Our offers are valid in all points without engagement and non-obligatory and do not commit us to accept an order.

### **Orders**

An order is considered as accepted, if it is confirmed by us in writing. Only the content of this confirmation is relevant. A deviation of up to  $\pm 10\%$  in deliveries is acceptable.

### **Delivery**

Agreed delivery dates will be kept to where possible.

We will be relieved of our commitment to supply, if our production partners or other business partners are unable to fulfil their obligation despite their delivery promise, whether it either be due to special company problems or an act of God. Of course we will endeavour to make substitute delivery.

Basically any indemnity or other title due to possible delay in delivery and/or due to dispensation of delivery obligation is excluded.

The despatch is effected at the expense and risk of the buyer whereby the way of delivery is to be decided by us. Possible necessary packaging will be charged by us at cost price.

### **Claims**

Claims can only be considered if reported in writing to us within 8 days after the receipt of the goods. If the goods are proven to be unsuitable for the intended purpose through faulty execution on our part, we will, if they are originally packed, take them back against a credit note and will make a replacement delivery, if wanted and possible for us.

If such goods can be used despite the faults at certain expenditure, we will grant an adequate reduction. For the judgement of faults, not only individual pieces must be considered but rather the average result of the tests conducted on the whole consignment. Any further or other demands (e.g. reimbursement for consequential loss) cannot be deducted from this.

### **Payments**

Our invoices are payable in accordance with the terms of the order confirmation. Drafts are not regarded as cash payment and do not entitle to a deduction of discount. Their acceptance requires previous agreement.

Any set-off or retention rights of debtors are excluded, unless such rights are undisputed or declared final by and unappealable judgement.

If a debtor is in payment default with any of the receivables, all other receivables against the relevant debtor can be accelerated forthwith.

For supplies and services to a debtor outside Germany it is explicitly agreed that the debtor shall bear all fees, costs and expenses incurred in connection with any legal proceedings successfully instituted against it outside of Germany.

The originator has the right to assign its receivables against the relevant debtor to a third party.

### **Reservation of Title**

The delivered goods remain our property until the payment of the same is fully settled and may not be pledged or given as security to a third party. The reservation of title even remains after the total payment of the purchase price, if the buyer still owes any amount equivalent to the value of the purchase price in total or in parts thereof from other deliveries.

### **Place of jurisdiction**

The business relationship between the Debtor and the originator shall be governed by German law; the place of jurisdiction shall be at the registered seat of the originator.