

# Terms of Business

valid from 01.04.2011

## 1. Scope

The customer accepts our sales and delivery conditions as being binding when placing an order. Any purchasing conditions of our customers are valid only after we have accepted them explicitly and in writing. Alterations as well as collateral agreements are null and void, unless they are confirmed by us in writing.

## 2. Offers

Our offers are without engagement on principle with regard to price, quantity, delivery period and possibilities of delivery. Alterations of the goods concerning appearance or techniques are permissible without special notice provided that the article is not affected in its function.

## 3. Products

The specifications in our catalogue or in leaflets about products we deliver correspond to the latest developments in technology. Illustrations, given measures and weights are non-binding. The given weights include the weight of the standard packing. Our products are subject to a constant further development. Only the information given by us with the acknowledgement of order is valid. There is no obligation to notify of alterations made.

## 4. Prices

The prices on the day of delivery are decisive. They are to be understood ex works or ex agent's stock., exclusive freight, postage, packing, insurance. Alterations in price are subject to change without notice. Part deliveries are acceptable. Products that are not listed are subject to a price increase because of their special production. Their price is given as a recommended price and then fixed after the production. When special products are delivered, the quantity ordered may not be exceeded or fall short.

The prices quoted are basic prices without turnover tax (value-added tax).

## 5. Delivery periods

Delivery periods are determined thoroughly, but they are without obligation. The delivery period starts with the date of the acknowledgement. We may withdraw from delivery obligations completely or in parts because of an Act of God. Circumstances that hinder, complicate or endanger delivery, payment or the sale of our products as directed cancel the obligations to deliver or to do preliminary work.

The non-compliance with the delivery deadlines confirmed by us does not authorize the customer to claim for damages or to rescind the contract. Indirect damage is especially excluded.

## 6. Despatch

Delivery is effected on account and the customer bears the transport risk. We have fulfilled our obligation to deliver when the goods leave our stock. If not agreed otherwise, the delivery of the goods is effected by a carrier of our choice.

ex works from net order value up

### *EU*

UPS/mail 1,500 € DAP

forwarder 6,000 € DAP

### *NON-EU*

sea freight 6,000 € FOB

air freight 6,000 € FOB

forwarder 6,000 € DAP

Measuring tools from 1,000 mm size or measuring range up ex works – wooden cases ex works.

Squares from 500 mm are delivered exclusively on a wooden packaging for costs ex works.

All measuring plates and all test plates – supports ex works.

Minimum order value 100 €. For orders thereunder an additional fee of 15 € will be charged.

## 7. Warranty

Complaints because of open or hidden defects have to be notified in writing within 8 days after receipt of the goods. When the deadline has expired, the goods are considered to be delivered duly. If the warranty claims are found to be justified, the customer has a legitimate claim to be re-supplied. The customer is not entitled to change, reduce or to claim damages.

**8. Reserved Ownership**

The goods delivered remain our property in every repair until they have been paid completely. The customer does not have the right to transfer our goods as security or to confiscate them. If the goods delivered are resold before they have been paid completely, the demand for the purchase price of the customer against third parties replaces the goods.

**9. Return goods**

We charge the customer with 30% of the net value of the goods or with 20 € at least for handling and restoring of return goods that are not due to us. Special tailor made measuring instruments are generally not able to be returned.

The customer covers the cost for items to be returned.

**10. Production and Legal Venues**

The production venue for deliveries and the venue for payments is Dettingen, the legal venue for both parts is Kirchheim/Teck.

**11. Miscellaneous**

If particular regulations of these sales and delivery conditions are or are going to be null and void, the validity of the other regulations is not concerned thereby.

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Further claims, no matter for which legal argument, remain excluded if they have not been conceded explicitly to the buyer.

All previous editions cease to be valid with this catalogue.