

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

- 15.1 The legal relationship to our customers residing outside Germany is ruled by the United Nations convention on contracts on the international sale of goods unless extended or altered by the general terms of sale No. 15.2 – 15.10 hereinafter. Buyers terms of purchase do not apply.
- 15.2 Our offers are binding unless expressly characterised as non-binding
- 15.3 Deliveries are performed EXW Lüdenscheid according to incoterms 2000
- 15.4 The Goods supplied shall remain our property until the purchaser paid them in full.
- 15.5 All payments have to be made in € at purchasers costs with our inland bank account If the buyer gets into arrears on his payments he has to pay default-interests at a rate of 8% above the current basis-rate according to the German discount rate act
- 15.6 The Purchaser has to inspect the goods delivered immediately upon receipt and to give the seller immediately notice of a lack of conformity. In any case the Buyer loses the right to rely on a lack of conformity of the goods if he does not give the seller notice thereof at latest within a period of 6 months from the date on which the goods were actually handed over to the buyer unless this time limit is inconsistent with a contractual period of warranty.
- 15.7 Any claim of the buyer based on non conformity of the goods expires after a period of 6 month from the notice pursuant No. 15.6 hereinbefore.
- 15.8 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 has at our costs to place the non conforming goods at our disposal.
- 15.9 We shall be liable for damages based on non conformity of the goods only if 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
- 15.10 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.