

# TERMS OF SALE AND DELIVERY FOR CONTRACT PROCESSING

## 1. GENERAL, SCOPE OF APPLICATION

The following terms and conditions apply to all services provided by Adelhelm GmbH. We do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale and delivery unless we have expressly agreed to their validity in writing.

In the case of written or verbal orders, only our written order confirmation shall be authoritative. Verbal agreements and arrangements of any kind must be confirmed by us in writing to be legally effective.

## 2. PRICES AND OFFERS

The prices are subject to change and are based on the respective status of the offer. Should price differences arise due to changes in costs (material, energy, wages), we reserve the right to make a corresponding adjustment when invoicing. Prices are quoted exclusively in EURO.

The statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing.

We shall be bound by an offer submitted by us for 30 days. In the case of followup orders, we are not bound by previous prices. We have the right to name the processed raw materials to the customer in coded form.

## 3. TERMS OF DELIVERY

Unless otherwise agreed, delivery of the items processed by us shall be ex works Eningen for the account and at the risk of the customer. Delays in delivery caused by operational disruptions (machine damage, material shortages, strikes, labor shortages, illness, accidents and force majeure) shall release us from the agreed delivery deadlines and compensation for damages.

## 4. TERMS OF PAYMENT

Unless otherwise agreed in writing, our invoices are payable without deduction immediately upon receipt or on the date agreed in writing. If the payment deadline is exceeded, we shall charge interest on arrears at a rate of 5% above the current base interest rate in accordance with § 288 BGB.

## 5. RESERVATION OF TITLE

Until full payment of our claim, we are entitled to secure these claims by retaining items provided to us. We shall acquire security interest in items further processed by us until all our claims have been settled in full.

In the event of seizure by third parties, the customer shall be entitled to the existing security interest in our favor. The customer shall notify us immediately by fax of any such seizure. The customer hereby assigns to us the purchase price claim to which he is entitled from the resale of the items processed by us in the amount of our claim.

## 6. COMPLAINTS AND LIABILITY FOR DEFECTS

Complaints must be made in writing immediately, at the latest within 8 days of receipt of the items processed by us. The customer is obliged to give us the opportunity to inspect the items processed by us with regard to the alleged defects prior to their further processing or assembly. Our liability shall lapse if defects are handled by third parties without our consent.

Complaints about parts that have already been assembled will no longer be accepted and also exclude our liability. Recognized, justified defects will be reworked by us free of charge. The transportation costs for this shall be borne by the customer upon delivery. Liability for transport damage is expressly excluded. We shall not assume any costs for processing-related rejects, changes in shape, shortfalls, cracks, etc. up to 3% of the order volume.

Unless otherwise agreed in writing, the incoming goods inspection does not include a 100% check of the number of units, but only a check of the number of containers with regard to plausibility.

## 7. WARRANTY

Our warranty is limited to the proper execution of the coating work commissioned by the customer on the delivered items in accordance with our standard. No further liability is assumed. In particular, we are not liable with regard to the quality, composition, usability, or other properties of the coating material used. The warranty period applicable to us is 1 year and begins with the transfer of risk.

## 8. INSURANCE

Objects and goods stored by us for processing are not insured against fire, water, mains water, storm and hail. The customer is obliged to cover these risks through his insurance.

## 9. PLACE OF PERFORMANCE AND JURISDICTION

Eningen is the place of performance for delivery and payment, Reutlingen is the place of jurisdiction.

**ADELHELM**

Kunststoffbeschichtungen ■

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