Hippe
HOCHLEISTUNGS-KUNSTSTOFFE

General Selling and Delivery Terms

1. Contract

Our quotations are subject to change. The formation of a sales contract only takes place by means of a written order confirmation. The sales contract is ruled exclusively by the terms stated herein, which the purchaser acknowledges by means of placing an order or accepting the goods. Additional agreements and changes must be confirmed in written form by ourselves.

2. Delivery

We are liable for keeping the shipment date only if this has been explicitly declared as binding. We are authorized to supply excess deliveries or short deliveries up to 10% more or less than the agreed quantities. The quantity declared on the delivery note is considered as delivered unless the purchaser establishes proof of a discrepancy immediately after receipt of the goods.

3. Transfer of perils

The transfer of perils to the purchaser takes place simultaneously with the announcement of readiness for shipment. Special agreements, for example concerning freight or insurance costs, do not alter the time of the transfer of perils.

4. Prices

All our prices are quoted ex works. The purchaser has to bear all the costs incurring after the delivery has started, i.e. taxes, custom duties, charges, import and export duties, as well as costs for packaging, freight and insurance.
We shall inform the purchaser immediately about price increases for the ordered goods which take place after the order confirmation. The price increase will be effective if the purchaser does not file an objection to it within 5 days. In case of objection to the price increase, we are entitled to either deliver to the agreed price or withdraw from the contract. In case of our withdrawal from the contract, further purchaser’s claims are precluded.

5. Payment

Payments are to be made within 14 days from the date of invoice with a 2% discount, optionally within 30 days after date of invoice with no deduction.
Tool costs are payable immediately after receipt of the invoice, net amount.
In case of failing to make the payment within the deadline, i.e. from the 31st day after date of invoice on, we shall be entitled, without prior payment reminder, to charge an interest per annum amounting to 6% discount above the current discount rate of the

German Federal Reserve Bank, as well as to retain further deliveries until the due amount has been credited to our account.
Bills of exchange and checks shall be accepted only according to a special agreement, exclusively in lieu of payment, free of costs and charges for ourselves.
If the purchaser's credit-worthiness changes, and we only get to know about such a change after the conclusion of the sales contract, or if the terms of payment are not kept to, we shall be entitled, even when any particular terms of payment might have been agreed upon, to demand immediate payment, to withdraw partially or totally from the contract and/or to deliver after receiving payment in advance, and to demand goods already delivered to be returned, thus disregarding further indemnity claims.
The assertion of rights of retention as well as the charging against any purchaser's counterclaims shall not be admissible, unless we have agreed in written form upon the purchaser's claims or in case such claims have been legally established as final and absolute.

6. Acceptance of goods

The purchaser is bound to accept every delivery and partial delivery. In case of refusing to accept a delivery he will be immediately in default without prior demand note and appointment of a deadline, being committed to compensate us for every claim which may arise.

7. Force majeure

In case of non-fulfillment or default, due totally or partially to events of force majeure, neither the purchaser nor we will be liable. Events of force majeure are for example warfare, internal riots, interruption of operations, lack of work, power shortages, lack of raw materials, strikes, lock-outs, traffic congestions and rulings by the public authorities. Events of such kind disburden us of the duty to deliver as long as the disruptions and their sequels last, entitling us after the restablishment of normal conditions to either execute the delivery later or to withdraw from the contract concerning the quantities not delivered yet. If the event of "force majeure" lasts longer than 8 weeks, the purchaser will be entitled to withdraw from the contract as long as the goods have not been delivered.

8. Defects liability

For the effects of the regulations stated below, we guarantee for a period of 3 months that the delivered goods are free of manufacturing defects or material flaws. No further warrants are stated herewith.
Goods or parts of goods which demonstrably show manufacturing defects or material flaws at the time of the transfer of perils are to be, according to our choice, either

mended free of charge or delivered anew free of charge by ourselves, provided that they have not been further processed or structurally changed and that the purchaser has notified in written form about the faults immediately after they have been detected. Further warranty claims, especially redhibitory actions, abatement and compensation for damages are herewith excluded.
We are entitled to deny acceptance to goods sent back to us if we have not been informed about the reason for the return shipment and we have not had the chance to check on the defect or the damage claimed. The rectification of accepted defects will take place, according to our choice, in our facilities or in the purchaser's facilities. Freight charges, insurance charges or any charges arising due to the rectification or the replacement will be paid by the purchaser. The warranty deed shall not be extended due to the repair, the rectification or the replacement. If it is not possible for us to perform a repair, a rectification or a replacement, or if the purchaser has set, to no avail, an appropriate additional period of time for meeting the contracted obligation, he, the purchaser, shall be entitled to withdraw from the contract. The purchaser shall not be entitled to further claims or other claims than the ones stated above, irrespective of any legal basis, particularly claims aiming at compensation for direct or indirect damages as well as for assembly and disassembly costs. We are not liable for assistance concerning fulfillment or accomplishment. The liability exclusion mentioned above pertains to any fault by the assistant for fulfillment or accomplishment, including premeditation. Our liability for goods from third parties is limited to the cession of the liability claims to which we ourselves have been entitled toward the providers of the goods from third parties.

9. Patent rights

Should a third party claim toward the purchaser concerning the infringement of industrial property rights due to the delivered goods, then the purchaser shall be committed to inform us about it immediately. We are free to conduct, if necessary with the purchaser's support but at one's own expense, all the negotiations for a settlement or a lawsuit arising out of them. We shall not be liable for any claims arising from the infringement of industrial property rights.
If the goods have been manufactured according to drafts submitted by or instructions given by the purchaser, then he shall have to discharge us from any arrears, debts, charges and expenses claimed by third parties due to the infringement of patents, trademarks or utility models. We shall be entitled to get payment in advance to finance any costs for lawsuits.

10. Reservation of proprietary rights

The delivered goods remain our property until all the debt claims toward the purchaser have been totally paid, regardless of the legal foundation on which such

claims are based, be it a delivery transaction, a financing procedure or any other legal foundation.
The purchaser is committed to safekeeping the goods of our property with the diligence of a prudent businessman and to insure it sufficiently against fire, theft, damages caused by water and liability hazards. We are entitled to the insurance rights, i.e. the purchaser subrogates to us his insurance rights toward the insurer at this very moment. The purchaser is entitled to alienate and to process the goods