

General Terms and Conditions

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Sales and delivery terms and conditions

1. Basic principle

The sales contracts are basically concluded under the law in force together with the following supplementary provisions.

2. Observations regarding the delivery terms and conditions.

2.1 All offers and agreements are based exclusively on the following conditions; deviating conditions of the company placing the order shall not be binding unless they are expressly accepted.

2.2 The contract is deemed to have been concluded by the supplier's written confirmation being provided.

2.3 Amendments, modifications and subsidiary agreements also require the supplier's confirmation in writing.

3. Reference samples

Reference samples will be provided only following express agreement and exclusively on the basis of a corresponding charge.

4. Price

4.1 The prices apply ex-works exclusive of packaging insofar as no specific agreement has been made.

4.2 Should major changes to the cost factors of wages/salaries and starting materials as well as the quantity ordered occur after the conclusion of the contract, the supplier shall be entitled to adjust the price according to reasonably exercised discretion.

4.3 By sharing the tool costs, the company placing the order does not acquire any claim to the surrender of the tools.

5. Payment terms

5.1 All invoices shall be payable without discount within 30 days from the date of the invoice. An allowance for discount requires a separate agreement. The costs of tools and/or programmes are excluded from this provision, the deduction of a discount is not permissible.

5.2 In the case of the credit period being exceeded, the supplier shall have the right to charge, following a reminder, interest on overdue accounts of 2 percent above the discount rate of the European Central Bank.

5.3 Bills of exchange will be accepted only on account of performance and only following agreement and subject to the condition of their discountability. Discount charges will be calculated from the due date of the amount invoiced.

5.4 No guarantee can be given for the correct presentation of the bill of exchange and the drawing up of a protest of a bill of exchange.

5.5 Should, following the conclusion of the contract, a major risk to the claim to the payment due to the supplier arise, the supplier shall have the right to require advance payment or the provision of an appropriate security within an appropriate period and refuse performance of service until the supplier's requirements are fulfilled. In the case of refusal or futile expiration of the time period, the supplier shall have the right to withdraw from the contract.

5.6 The company placing the order may make a set off only with counterclaims recognised by the supplier or recognised in a non-appealable manner.

6. Dispatch and passing of the risk

6.1 The dispatch is effected ex-works insofar as no specific agreements are made, without commitment to the cheapest method of dispatch.

6.2 The risk passes to the company placing the order when the goods have been handed over by the company entrusted with the dispatch. Should the goods be ready for dispatch and should the dispatch or the site consignment and/or the acceptance be delayed for reasons outside the supplier's responsibility, the risk passes to the company placing the order with the receipt of the notification of the readiness for dispatch.

7. Packaging

The packaging is charged at cost price and will not be taken back unless a specific agreement is made.

8. Delivery period

8.1 The delivery period is deemed to have been complied with if the goods leave the factory at the agreed time or the company placing the order has been informed of the readiness for dispatch. In the case of a delay in delivery an appropriate additional respite must be specified.

8.2 In the case of subsequent amendments to the contract by the company placing the order which may influence the delivery period, the delivery period can be extended to an appropriate extent.

8.3 Deliveries to be called for must be accepted within 12 months from the order confirmation.

8.4 Should the supplier be unable to comply with the agreed delivery period demonstrably as a result of force majeure (e.g. consequences of industrial dispute, riot) or due to the occurrence of unforeseen obstacles (e.g. interruption of operations, delay in the supply of essential raw or auxiliary materials) which are outside the supplier's possibilities of influence, the period shall be appropriately extended.

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<p>Should the delivery or performance of service become impossible as a result of these circumstances, the supplier shall be free from the delivery obligation in spite of an appropriate additional respite.</p> <p>In these cases, the company placing the order shall have the right to withdraw from the contract or to require compensation.</p>	<p>11.2</p>	<p>The company placing the order shall have the right to sell these goods in the ordinary cause of business insofar as the company placing the order has satisfied its obligations resulting from the business connection with the supplier. However, the company placing the order must not pledge reserved goods nor transfer ownership as surety. The company placing the order is obliged to safeguard the supplier's rights on resale of the reserved goods on credit.</p>	<p>of the supplier's ownership of the sold or leased goods. The supplier accepts the assignment herewith.</p>
<p>Should the above-mentioned obstacles arise to the company placing the order, the same legal consequences shall be applicable.</p> <p>The parties to the contract shall be obliged to inform the other party immediately of obstacles of the above-indicated type.</p>	<p>11.3</p>	<p>In the case of processing of the goods by the company placing the order, the supplier is deemed to be the manufacturer and acquires ownership of the newly formed goods. Should processing be effected together with other materials, the supplier acquires co-ownership in a ratio of the invoiced value of the goods to that of the other materials.</p>	<p>11.7 The company placing the order shall inform the supplier immediately of any judicial execution by third parties regarding the reserved goods or the claims assigned by the supplier or other sureties while handing over the documents necessary for an intervention; this shall apply also to derogatory actions in other respects.</p> <p>11.8 The supplier undertakes to release the sureties to which the supplier is entitled in accordance with the above provisions at the request of the company placing the order insofar as the value of the goods assigned as sureties exceeds the claims to be protected by more than 20 percent.</p>
<p>9. Quantities to be delivered</p> <p>9.1 Shortfalls of or excess deliveries of up to 10 percent of the quantity ordered attributable to production are permissible.</p> <p>9.2 The supplier is entitled to make partial deliveries to an acceptable extent.</p>	<p>11.4</p>	<p>Should, in the case of processing of the reserved goods together with goods of the company placing the order, the latter be regarded as the main goods, co-ownership of the goods passes to the supplier in a ratio of the invoiced value of the reserved goods to the invoiced value - or in the absence of such a value to the market value - of the main goods.</p>	<p>12. Guarantees, notice of defect and liabilities</p> <p>12.1 Claims in respect of liability for material defects</p> <p>Should the object to be delivered be defective or should it lack guaranteed properties, the supplier – at its discretion – shall provide compensation or rectification of defects – to the exclusion of further guarantee claims by the company placing the order. Detection of such defects must be notified to the supplier immediately – in the case of recognisable defects within 8 days from acceptance of the goods, in the case of hidden defects immediately on detection, in writing.</p>
<p>10. Industrial property rights of third parties</p> <p>10.1 Should industrial property rights of third parties be infringed during the production of the goods in accordance with drawings, samples or other information provided by the company placing the order, the company placing the order shall free the supplier from all claims.</p>	<p>11.5</p>	<p>In the case of a delay in payment by the company placing the order, the supplier shall have the right to require the provisional surrender of the reserved goods without effecting withdrawal from the contract and without providing an additional period of respite, at the expense of the company placing the order, insofar as the course of production is not interfered with in the long term in the plant of the company placing the order.</p>	<p>The guarantee period is 6 months. It begins with the delivery of the goods to the company placing the order and terminates no later than 6 months from the goods leaving the supplier's plant.</p>
<p>11. Retention of title</p> <p>11.1 The supplier retains title to the goods supplied until all claims resulting from the business relations with the company placing the order are satisfied.</p>	<p>11.6</p>	<p>All claims and rights resulting from the sale or leasing of goods which may be permitted by the company placing the order, to which goods the supplier has ownership rights, are assigned by the company placing the order to the supplier, at this stage, as surety, to the extent of the ratio</p>	

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Should the supplier allow an appropriate additional respite granted to it to pass without having eliminated the defect, the company placing the order shall have the right to withdraw from the contract. The supplier shall be liable for additional rectification work and replacement deliveries to the same extent as for the original object supplied; the original guarantee period shall apply to replacement deliveries.

any reason, this shall not affect the validity of the remaining provisions.

14. Transferability of the contract

The reciprocal contractual rights may be transferred only with reciprocal agreement.

12.2 Other claims for compensation

Claims for compensation resulting from delay, the impossibility of performance, from positive infringement of claims, from indebtedness on conclusion of the contract and from tortious acts are debarred unless they are based on intent or gross negligence of the supplier or the latter's executive personnel.

13. Place of performance, venue and law applicable

13.1 The place of performance for all obligations resulting from the contractual relationship is the head office of the supplier.

For all legal disputes, also those in connection with an action relating to bills of exchanges or cheques, the court at the supplier's head office shall have competence if the company placing the order is a merchant entered in the commercial register as a merchant.

13.2 The contractual relationship is subject to German Law (German Civil Code and German Commercial Code). The validity of the Uniform Law on the Sale of Goods is debarred.

13.3 Insofar as individual provisions of these general delivery terms and conditions are or become legally ineffective for