



GENERAL TERMS OF BUSINESS

1. With the placing of an order our General Terms of Business Our offers shall be submitted without engagement. Delivery possibility and quantities delivered shall remain subject to reservation.
2. The sale shall be effected at the prices valid on the day of shipment. The invoicing shall be equal to the order confirmation. The day of invoice shall be the day of shipment. Unless agreed upon otherwise the delivery shall be effected as a matter of principle ex factory. The goods shall travel at the risk of the recipient.
3. The Buyer shall have to check the goods received immediately for quantity, condition and assured properties. Complaints shall have to be notified to us within 8 days after receipt of goods. Complaints filed at a later date can no longer be accepted.
4. Unless agreed upon otherwise prepayment shall as a matter of principle be the term of payment.
5. Acts of God, operating breakdowns or supply difficulties shall entitle us to withdraw from the contract of sale. shall be recognised.

RETENTION OF TITLE

All goods delivered shall remain our property until paid for in full. The Buyer shall be obliged to advise us immediately of any action by third parties against the goods delivered under retention of title.

If due to resale or for any other reason our title to the delivered goods is destroyed then the claims arising out of such destruction against third parties to the amount of our claims shall pass to us in each particular case also without a special agreement.

The laws on preferential settlement as per § 43 and § 46 of the Bankruptcy Act shall remain reserved to us. The right of disposal shall cease to exist once the Buyer suspends his payments.

Place of performance: Herford/Westf.

Court of jurisdiction: Herford or Bonn at our option.

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