

General Terms

Contract

Our deliveries will be carried out in accordance with the following conditions:

Any purchase conditions made by the person placing the order will not be accepted. They will not be considered as binding, even if this fact is not specially mentioned at the time a contract is entered into. Our conditions concerning deliveries and terms of payment quoted on invoices and acknowledgements of order will be taken as accepted when goods have been received by the customer. Agreements - particularly if they alter the above conditions - will only be considered as binding if they have been confirmed by us in writing. Our permission must be obtained before our products can be exported.

Prices

The prices quoted are net prices – based on EUR (€) – they are not gross or recommended prices, but represent the actual sums to be paid.

They are ex-factory Gröbenzell and include packing, unless different delivery terms are mentioned on the invoice. In case the purchaser demands for different delivery terms than ex-works, the transfer of risk begins at the moment, the first forwarder took up the goods.

Terms of delivery

All delivery dates stipulated are not binding and are to be understood as dates of shipment ex-works Gröbenzell. We do not pay penalties for delayed delivery if the delay is not considered deliberately.

Time for delivery, delay

If the purchaser anticipates that he will be unable to accept delivery of the product at the delivery time, he shall forthwith notify the supplier thereof stating the reason, and, if possible, the time when he will be able to accept delivery.

If the purchaser fails to accept delivery at the delivery time he shall nevertheless pay any part of the purchase price which becomes due on delivery as if delivery had taken place. The supplier shall arrange for storage of the product at the risk and expense of the purchaser. The supplier shall also, if the purchaser so requires, insure the product at the purchaser's expense.

Ownership proviso

An ownership proviso is applicable when the goods are delivered, i. e. they remain the seller's property until the purchaser has met all his obligations.

The ownership proviso remains valid even when individual claims of the seller have been taken into account on current invoices and a balance has been agreed and accepted. The purchaser is allowed only to sell the goods - or articles that may originate through processes of adaption or installation - through legal business channels.

Ownership is not acquired by the purchaser because of adaptation of the goods or installation into other equipment. The purchaser is merely adapting/installing on the seller's behalf. The new articles serve as security for the seller. When combining our goods with items not belonging to the seller, i. e. through adaptation or installation, the seller will become part-owner of the resulting article, based on a cost relationship between the seller's goods and those purchased elsewhere. The purchaser must apply his own ownership proviso until his customers have settled their accounts in full. The purchaser transfers all his claims resulting from the resale of the seller's goods to the seller. If the goods to which an ownership proviso applies are sold in conjunction with other articles not belonging to the seller, only claims amounting to the value of such goods are considered as transferred.

The purchaser is authorized to collect debts resulting from the resale of goods. On the seller's demand he will have to disclose the debtor's name involved in the transferred claims. The purchaser can advise the debtor of the transfer.

The seller's ownership proviso is limited in as much as the goods become the purchaser's property as soon as the seller's claims have been settled in full and the purchaser is then also entitled to the transferred claims.

The purchaser must advise the seller immediately if the goods delivered with an ownership proviso become the subject of legal proceedings such as a foreclosure.

The purchaser is obliged to insure the delivered goods, or newly produced items, against fire and theft and has to show the insurance contract to the seller upon demand.

Manufacturing

The designation "Made in Germany" applies to all items which have its origin in Germany.

Terms of payment

Payment has to be affected within 14 days after date of invoice granting 3% discount or net within 30 days, free of expenses. For any payments not received in due time, we will charge interest at 5% above the valid key interest rate of the European Central Bank respective 8% for payments from companies.

Any deductions such as for postage etc. will not be accepted.

Cheques will only be accepted with the customary proviso clause until final credit entry.

Complaints

Complaints involving damaged or faulty goods or concerning incomplete or incorrect deliveries have to be notified in writing immediately and not later than eight days after receipt of the goods. Articles involved should only be returned after prior agreement has been obtained.

Place of payment

Place of payment and jurisdiction for both parties is Fürstenfeldbruck.

ritterwerk GmbH, Hausgeräte, Industriestraße 13, D-82194 Gröbenzell.