

General terms and conditions of sale and delivery

I. Quotations and prices

1. Our prices are subject to change without notice and to our delivery possibilities. Unless otherwise agreed in writing, our prices are exclusive of packing costs, ex works Dresden Klotzsche; the items to be treated shall be delivered by the customer freight and charges prepaid.

2. The prices quoted are based on the current costs of materials, wages and energy. We can adjust the prices by a reasonable percentage if this cost base changes by the time of delivery to our works. A reasonable price adjustment shall be negotiated if a fixed price was agreed. Each party is entitled to cancel the contract if no agreement can be reached.

3. The prices agreed are valid as long as the quantities shown in the order are observed and the specifications remain unchanged. If a customer delivers quantities divergent from the contract or wants to reduce the scope of the contract, we reserve the right to fix a new price or to cancel the contract whereby any immediately transacted payments, possible rack building costs as well as raw materials or accessories which we have purchased for this purpose shall be paid in full if they cannot be used for other purposes.

II. Delivery, shipment, packing, risk and default of acceptance

1. Any shipping, packing or other expenses will be invoiced separately.

2. The risk passes over to the customer as soon as the consignment has been handed over to the forwarder or has left our works for shipment. If the consignment is ready for shipment and the shipment or acceptance is delayed for reasons for which we cannot be held responsible, the risk passes over to customer on receipt of the notification of the readiness for dispatch.

III. Date of delivery

1. Any binding and noncommittal delivery dates or periods which were agreed only become effective after the customer has clarified all details required for processing the order. The normal delivery period is seven working days.

2. Riots, war, industrial disputes, inability to perform through no fault of our own or one of our suppliers as well as other cases of force majeure, i.e. the occurrence of unforeseeable impediments, prolong the delivery period for the duration of this impediment.

IV. Terms of payment

Payments must be made to our account, charges paid, within 14 days of the date of invoice. The customer shall pay interest amounting to 3 % above the discount rate of the Deutsche Bundesbank plus value added tax if he exceeds this period allowed for payment.

V. Quality assurance and liability

The treatment specified by the customer must correspond to a valid standard. The determination of the coating thickness lies within our discretion if no standard is specified as the basis for surface treatment.

2. In the event of an obvious defect, this must be reported to us in writing within 10 days of delivery at the latest. The day of the passing of the risk and the day of receipt of the complaint are decisive for the calculation of this time limit. No warranty claims may be asserted after the expiry date. As for unobvious defects, no warranty claims may be asserted after the statutory expiry date in the statute of limitations.

3. We shall be released from our warranty obligations if the customer or any third party carries out modifications or corrects any defects on the rejected parts without our approval.

4. We will correct defects free of charge. A reasonable period of time shall be granted to us for this purpose. If we have to bear any freight costs, we shall determine the type of packing and best method of transport. The customer can demand a rescission of the contract (= rescission) or reduction of the remuneration (= reduction) instead of a correction if the defect cannot be remedied or further attempts to remedy the defect are unacceptable for the customer. Rescission and reduction are otherwise excluded.

5. Costs incurred through unjustified complaints shall be borne by the customer.

6. All liability for treatment up to quality standards shall be inapplicable if the customer supplies materials which are not suitable for an upgrading treatment or corroded materials. In any such case we are entitled to cancel the contract. If the right to cancel the contract is not exercised, all additional costs incurred in excess of the agreed prices have to be reimbursed. Besides, no claims for damages can be accepted for any scrap produced during treatment caused by deformations, cracks or similar defects or by possible detraction from the dimensional accuracy and fit of moving parts; the same applies to sand and die castings.

7. The customer guarantees the same material for the contract parts as for the sample parts if the contract is concluded after samples were supplied! The customer shall bear all additional costs of any differences between the sample parts and the contract parts. The aforementioned section 5 shall become effective if the material is not suitable for an upgrading treatment.

8. No liability is accepted for work-related rejects and shortages of small parts up to 3 percent.

9. We accept no guarantee for light-fastness. The light-fastness values of the dye manufacturers which can be achieved through compliance with all necessary conditions are relevant in this respect. Minor colour deviations are permissible, even with integral coloration. The customer is responsible for any specifications and/or designations relating to the desired type of treatment and coloration. No absolute equality of colour can be achieved for material and process-related reasons. We recommend that the customer determines the tolerance range between the bright and dark limits through samples before processing an order.

VI. Liability

1. Claims for damages due to default, impossibility of performance, positive breach of an obligation, negligence in contracting or tort are excluded provided the damage was not caused wilfully or by gross negligence on our part.

2. The customer is entitled to demand compensation for default, any further claims excluded, in the event that he is a trader, if he suffers damages due to a delay that was caused through the supplier's own fault. This compensation amounts to 0.5 percent in total but no more than 5 percent of the value of this part of the entire delivery which could not be used on time or as agreed due to the default, for each full week of delay.

VII. Reservation of the right to rescind the contract

1. We are entitled to rescind the contract if the customer does not fulfil his obligations from this or any other contract concluded with us, unless this is a minor breach of contract. In this latter case, however, the customer is liable to perform in advance.

2. Furthermore, we are entitled to rescind if the customer's financial situation seriously deteriorates from an objective point of view after conclusion of the contract.

VIII. Place of performance and jurisdiction

The seller's place of business, Dresden, is the place of performance for all obligations arising from the delivery and the place of jurisdiction for all conflicts in connection with the delivery.

IX. Miscellaneous

1. An assignment of rights from this contract by the customer requires our explicit approval to become effective.

2. Cancellation and invalidity of individual clauses of this contract shall not affect the validity of the remaining clauses.

3. Legal relationships between the customer and ourselves are exclusively governed by the law of the Federal Republic of Germany.

X. Foreign terms of delivery

Our deliveries, services and quotations are based exclusively on these terms of business. Divergent terms of the customer which we have not explicitly recognized in writing are not binding for us even if we have not explicitly rejected these.