

General Terms of Sale and Delivery

I. Scope

These General Terms of Sale and Delivery are applicable to all contracts, deliveries and other services carried out by VEGRA GmbH. Other arrangements are only valid when confirmed by us in written form. Unless explicitly confirmed, we do not accept customer's terms that differ from the ones set out in this document.

These terms are regarded as accepted on receipt of delivery at the latest.

II. Quotations and Contracts

1. Our quotations are subject to change without notice. Contracts and other agreements are only regarded as binding when confirmed by us in written form.
2. Oral agreements and promises made by our sales employees require our written confirmation to be effective.
3. The purchaser cannot transfer his claims arising in the execution of this contract to third parties without our consent.

III. Prices

The prices agreed upon on conclusion of a contract are net cash. Allowance for cash discount implies the punctual fulfilment of all obligations on the part of the purchaser.

Prices are based on cost factors valid at the time of acceptance of an order. Prices are subject to appropriate adjustment in the case of increases beyond our control in wages and the cost of materials.

IV. Delivery and Period of Delivery:

1. All consignments, including those prepaid by the sender, are sent at the purchaser's own cost and risk.
2. Delivery deadlines are to be regarded as approximate, unless explicitly accepted as being binding. Delivery periods begin on the day of confirmation of an order, but not before all matters connected with the execution of the order have been settled.
3. Acts of God an inability to perform through no fault of our own or of our suppliers, especially due to plant interruption or traffic problems, industrial disputes and insufficient supplies of raw materials either lengthen the period of delivery by the length of the obstruction plus a reasonable period of time afterwards or entitle us to withdraw from the unfulfilled part of the contract. However, this does not give the purchaser the right to make claims on the basis of a withdrawal carried out for such reasons.

Our right to withdraw from the unfulfilled part of a contract is also applicable when the above-mentioned events occur during an existing delay in performance.

4. In cases of delay in delivery due to the above-mentioned reasons, the purchaser is entitled to withdraw those parts of an order that have not been fulfilled once a reasonable period of grace has expired. Further claims, especially for compensation of damages caused by delayed delivery or non-delivery, are precluded.

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V. Payment

1. In cases where no other written agreement has been made, our invoices are to be paid within 30 days net of the date of the invoice without discount.
2. In cases of payment within 10 days of the date of invoice, we concede 2 % discount on the amount of the invoice plus legal Value Added Tax.
3. In cases of failure to meet the date of required payment, we are entitled to charge interest on defaulted payment amounting to 7.5 % above the given basis interest rate.
4. In the case of payment by letter of credit or cheque, all bank charges and fees are to be carried by the purchaser.
5. The purchaser is not to make any counterclaims or assert the right of retention unless a counterclaim or right of retention have been explicitly acknowledged by us or recognized by us as being legally effective.
6. On ascertaining that the financial situation or credit rating of the purchaser is in an adverse condition or in cases of delay in payment, we are entitled to demand the immediate payment of all demands resulting from the business relationship, regardless of existing payment arrangements. Furthermore, such circumstances release us from our delivery commitment, but do not release the purchaser from his purchase commitment.

VI. Retention of Title to Ownership

1. Delivered goods remain our property until complete payment has been effected on all accounts made out or to be made out to the purchaser and arising out of the business relationship. This also applies to the purchaser's current account after the balance has been drawn.
2. The purchaser may neither pledge nor transfer ownership of title on the delivered goods as collateral without our consent. Claims lodged by third parties on ownership of title on delivered goods are to be reported without delay.

VII. Complaints and Notice of Defects

1. Complaints about incomplete delivery, delivery of the wrong items or because of recognizable defects are to be put forward in written form without delay or at the latest within two weeks of receipt of the goods.
2. In the case of hidden defects, a written complaint is to be submitted without delay or at the latest within 6 months of delivery of the goods. The burden of proof lies with the purchaser.
3. If complaints or notice of defect are not submitted punctually, the delivery is regarded as having found the approval of the purchaser. When notice has been punctually served, we are obliged to either deliver replacement articles to fulfil the purchaser's warranty claims as described in section VIII.

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VIII. Warranty

1. We only grant warranty on our deliveries when the agreed terms of payment have been fulfilled.
2. Justified notice of defect obliges us to provide the purchaser with reimbursement or substitute delivery according to request, preclusive of further claims.

In cases of failure with regards to the substitute delivery, the statutory warranty claims come into force, in which case we are only liable for intent and gross negligence. In this case our liability is limited to compensation of the foreseeable damages.

IX. Place of Fulfilment and Jurisdiction, Effectiveness

1. Place of fulfilment and jurisdiction is Munich, Federal Republic of Germany. The courts in Munich shall have exclusive jurisdiction with regard to all rights and obligations arising out of these terms of sales and delivery, including litigations arising in connection with dishonoured cheques or letters of credit.
2. Should a term of this document become invalid or infeasible, the other terms remain effective nevertheless.
3. The law of the Federal Republic of Germany is applicable to VEGRA GmbH and purchasers of articles produced and marketed by the same.