

STANDARD CONDITIONS OF DELIVERY AND SALE (12-01)

I. General

1. All contracts shall be made exclusively on the basis of the following terms and conditions, unless expressly otherwise agreed and confirmed by us in writing. All order terms and conditions proposed by the Buyer which are different from these conditions are unacceptable.
2. Scope and type of the delivery shall be based exclusively on our quotations and letters of confirmation. An order shall be considered accepted only if confirmed by us in writing.

II. Prices and payment

1. Our prices shall be understood in DM or EURO and shall apply ex works and exclusive of packing for the goods in the absence of specific agreements. VAT at the applicable rate shall be added on top of the prices.
2. Our bills for the delivery of goods shall be payable within 10 days at 2% discount or net within 30 days. Assembly and commission orders are payable at once without deduction.
3. Retention of payments or setoffs on the grounds of any counterclaims of buyer disputed by us shall not be allowable.

III. Delivery time

1. The specified delivery times shall be considered always as approximate dates and shall apply to an undisturbed operation of the business.
2. Delivery times shall be extended reasonably in the case of labour conflicts, in particular strike and lockout as well as in the case of unforeseen events for which we cannot be blamed to the extent to which such problems have a substantial influence on the completion or delivery of the order. The same shall apply to sub-suppliers facing the same problems.
3. In the case of delay on our side the buyer shall be entitled to fix an adequate additional period of time of minimum three weeks and to withdraw from the contract after fruitless expiration of this period of grace. Claims for damages shall be excluded, unless the corresponding loss is due to deliberate acts or gross negligence on our part, of one of our legal representatives or agents. In the case of gross negligence our liability shall be limited to the loss foreseeable on the day of order placement, however, maximum to the amount of the contract price.

IV. Transfer of risk

Delivery shall take place for the account and risk of the buyer even in the case of freight prepaid shipments or subsequent assembly work.

V. Retention of title

1. All shipments shall be made under the retention of title clause. The title to the goods shall pass on the buyer not before settlement of all liabilities out of his business relation with us. In the case of current account the retention of title shall constitute a security for our account receivable. Payment by bill of exchange or cheque shall be considered effected not before honouring.
2. Buyer shall be entitled to process and dispose of the goods in the normal course of this business. However, pledging or transfer of ownership by way of security shall not be allowed.
3. Buyer shall assign to us his claim resulting from the resale of the goods subject to the retention of title no matter whether these goods are resold with or without processing; this assignment shall be accepted by us. The assignment of the claim represents a security, however, limited to the sales price of the goods subject to a retention of title.

Geschäftsführer:
Stefan Kröger, Markus E. Topp

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By processing the goods subject to the title of retention, the property of the newly created product shall not pass onto the buyer but on us according to § 950 BGB. The processed goods serve as a security, however, only to the amount of the goods subject to the title of retention.

Where our goods are combined with other third party's goods by Buyer we shall be entitled to a coownership of the new product according to §§947, 948 BGB in proportion of the value of the goods subject to the title of retention to the processed product at the time of processing. The new products produced shall be considered goods subject to title of retention in the sense of these terms and conditions.

VI. Liability for defects

Defective deliveries and services including the absence of warranted characteristics shall be covered by the following guarantee:

1. All defects must be reported in writing without undue delay. We reserve the right of admitting such claims.
2. The warranty for defects admitted by us will be handled at our discretion either by rework or by substitution by a perfect shipment and service. An adequate time frame shall be granted to us for the fulfilment of our warranty obligations. In the event that rework or substitution are not possible, fail or produce a delay, Buyer can at his option and after expiration of the period of grace either claim a price reduction or can withdraw from the contract. Any further claims of Buyer, in particular claims for damages shall be excluded excepting cases of deliberate acts or gross negligence on our part, of one of our legal representatives or of our agents. In the event of gross negligence our liability shall be limited to the loss foreseeable at the time of order placement and maximum to the order value. The same shall apply to the absence of warranted characteristics. Warranted in the sense of these terms and conditions shall be only those characteristics, which have been expressly confirmed as such in the order confirmation.
3. Our guarantee does not cover defects which are due to improper intermediate storage, faulty assembly, excessive exposure to stress or improper maintenance, nor the wear parts and the results of natural wear. Outsourced parts are subject to the warranty conditions of the corresponding manufacturer. Claims will not be accepted by us if modifications and rework have been carried out on the supplied goods without our consent.
4. The warranty period covers 6 months commencing on the day of the transfer of risk.

VII. General liability

In all cases in which we are liable to pay damages due to contractual or statutory regulations, liability shall be accepted by us only if we, one of our legal representatives or agents can be blamed for deliberate acts or gross negligence. In the event of gross negligence the liability shall be limited to the compensation of the loss foreseeable at the date of placing the order, however, maximum to the amount of the order value.

VIII. Place of fulfilment, jurisdiction and applicable law

1. Place of fulfilment for all obligations resulting from this contract shall be 57548 Kirchen-Wehbach.
2. Venue for all litigation arising out of this contract shall be Koblenz. We shall also be entitled to take legal action at the place of Buyer's main office.
3. German law shall apply exclusively.

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