

General Terms and Conditions of Business



All transactions with our customers are subject to the following conditions which are deemed to be accepted on order placement and/or order confirmation. **Alternative conditions of the customer are, without our express written agreement, excluded. This also applies without our express objection.**

1. Placement of the order

The order can first be considered accepted when all the technical details have been clarified and after we have given written confirmation. Supplements, amendments, cancellations, or verbal arrangements require our written confirmation before such changes can be considered valid.

Weights and measures, images, and general descriptions found in our publications are not binding with regard to the ultimate embodiment of the delivery. Binding are only the dimensions and qualities as defined in the order confirmation document, and as defined in the relevant European and international standards. The ordering party accepts full responsibility for providing the required documentation (drafts, instructions, samples etc.).

2. Prices

The prices quoted in our sales publications are ex works and do not include VAT, packaging, freight or postage.

Packaging returns are excluded and will not be accepted by us. On individual orders for which we have given express agreement to carriage free delivery, goods will be delivered to the ordering party's local railway station. Additional costs resulting from local delivery, cartage and express deliveries must be carried by the recipient. The same applies to goods being delivered on demand and rush deliveries. Grinding elements that are not included in our regular listing are, due to the special manufacturing process required, subject to a price surcharge which is to be agreed prior to placing the order.

Blanket orders will be invoiced at the price which is effective on the day of dispatch or the price that is effective when the delivery is due.

3. Payment conditions

Invoices are to be paid in full within 30 days of the invoice date, or with 2 % early settlement discount within 10 days of the invoice date. Payments per bill of exchange are subject to special written agreements; connected charges will always be carried by the ordering party. In the event of the payment due date being exceeded, we retain the right to apply interest on arrears to the value of 2 % above the respective state banks current rate, or at minimum, the debit interest charged by our bankers. We are within our rights to amend the payment conditions for deliveries destined for ordering parties unbeknown to us and to parties to whom we are aware that the ability to pay has deteriorated.

4. Reservation of ownership

The delivered goods remain our property until all claims in connection with the commercial transaction have been settled. This also applies to existing and future demands and contracts including any possible refinance bill. Cheques and Bills of Exchange are first effective on the day that payment has been received on our bank account.

This provision does not exclude the purchaser from selling or utilising the goods.

Claims on third parties arising from the sale of the goods are conveyed to us with immediate effect to the value of the total amount owed to us. We authorise the purchaser to collect such claims, however, we can revoke this collection authorisation at any time. Using the goods to pledge security is not permitted until payment for all claims has been paid in full. The purchaser is expressly forbidden to enter into any agreement that will jeopardise the priority of the conveyance to us, of our claim.

Upon demand, the purchaser is obliged to handover to us all documentation necessary for collecting the claim, and to inform the debtor of the conveyance. If the securities exceed our total claim by 25 % and upon demand of the purchaser, we hereby commit to releasing the purchaser from the security interests.

5. Delivery times

The delivery times entered into the order confirmation document is an approximation. Acts of nature and other unforeseen occurrences, for example strikes and lockouts, operational disturbances due to power failures etc., and also raw material shortages and non supply by upstream suppliers can result in a lengthening of delivery times. In such cases, and after setting an adequate period of grace, the purchaser is at liberty to withdraw from the purchase contract; any claim for compensation is, however, expressly excluded.

Call-off order consignments must be accepted in full within 6 months of placing the order.

If the call-off does not occur in this period, the amount not called will be charged at the current price.

6. Shipping

Shipping is at the sole risk of the purchaser. This also applies to individual cases where carriage free delivery has been agreed. Goods that are damaged or lost in transit will only be replaced on the basis of a new order and will be charged respectively at the current applicable price. Claims for damages in transit are to be made to the respective transport company (rail, post, or haulier). Transport insurance will only be arranged at the purchaser's request, the cost of which will be at the purchaser's expense.

7. Deficiencies

The purchaser must inspect the delivered goods immediately on receipt. Visible deficiencies (e.g. deviations in amounts and measures) must be reported to us in writing within 10 days, non visible deficiencies (e.g. deviations in quality), immediately after the grinding operation at which the deficiency occurred.

8. Deficiency liability and compensation

We will repair Grinding elements that are proven to have been delivered in a defective state. If the repair cannot be made within an adequate period, we extend the purchaser the entitlement to demand either a reduction in price, or a replacement delivery, or to withdraw from the purchase contract.

We accept no liability for improper usage due to carelessness, incorrect handling or natural wear and tear. A liability of this nature cannot be derived from our publications, user manuals, or verbal information gained from customer service. It is the responsibility of the purchaser, or respectively the user of our grinding elements to confirm the capability of the supplied tools with regard to the required use thereof. Insufficient particulars when placing the order also releases us from liability.

Damage claims from either the customer or user are strictly restricted to cases whereby we have been proven to have acted wilfully or with gross negligence.

9. Deviations from the quantity ordered

The quantity delivered can deviate from the quantity ordered by an amount appropriate to usual production tolerances; consequently there may be a shortfall in the required amount or it may be exceeded.

10. Place of performance and jurisdiction

The sole place of performance for delivery and payment is Bad Karlshafen. The same applies to any disputes resulting from the contractual agreement for which jurisdiction will be held by the district court responsible for Bad Karlshafen.

11. Validity

These terms and conditions remain enforceable in the event that certain provisions are deemed invalid.

As of: 06.06.2006