

Terms of Delivery and Payment

1.) We will sell solely on the basis of the following Terms and Conditions.

2.) All quotations shall be subject to change without notice.

Quotations and confirmations of orders shall be submitted in accordance with the highest possible technical standards and knowledge. Force majeure, breakdown in production, changes in the range of products from our suppliers and other important reasons may possibly effect the feasibility of our being able to complete an order that has been accepted by us. The right to covering purchase is expressly excluded.

3.) Payments

The goods that we have shipped are to be paid for immediately or at the latest within thirty days of the date of the invoice. In the case of customers outside the European Union other terms and conditions of payment may be agreed to. Should a customer fail to settle within the allotted period, the legally determined rates of interest shall apply, but shall also be at least 2% above the discount rate set by the ECB. Follow-up orders will be held back or shipped only after payment in advance pending complete payment of any open, overdue accounts. In the case of price agreements that are valid for more than three months we have the right to revise the invoice accordingly after there have been considerable changes in costs. Agreements that differ in contents from the present one must be confirmed in writing.

4.) Reservation of Ownership

The goods that are shipped shall remain in our sole ownership until the invoice for the shipment in question and all the previous invoices issued in connection with the business relationship between ourselves and the customer have been settled in full.

Should the purchaser dispose of the goods obtained from us in whatever condition, he surrenders to us by his action even at this stage until settlement of all debts to us resulting from the shipments we have made all the claims that have arisen in respect of his own customers, including all supplementary rights. Should we so request, the Purchaser is under the obligation to disclose to his own customers this assignment and to provide us with the information and the documents required by us in order to assert our claim against his customers.

5.) Warranty

The period of validity of our warranty is twelve months, with the provision that the goods are stored in a manner appropriate to their nature. Should the goods that we have shipped prove to be faulty in spite of strict monitoring during manufacture and shipment thus altering or reducing their value or their usage in accordance with normal use or their use as specified in the sales agreement, the Purchaser has the right to demand repair or the replacement of the shipment by goods free from any defects. The right to demand reduction or damages on the basis of non-performance of the agreement is expressly excluded and we cannot be held liable in any way for subsequent damage that may occur. We cannot grant any form of warranty to cover the suitability of our products for purposes intended by the Purchaser. The instructions for use that we provide, our recommendations as well as any suggestions for use we offer, are given in bona fides on the basis of practical experience. These are not, however, binding and do not in any way discharge the Purchaser from the necessity to complete his own experiments and tests. From the instructions for use that we provide, from our recommendations as well as from any suggestions for use we offer the Purchaser can derive no liability for damage or injury, even with reference to Third Party proprietary rights. In the case of coloured rolls slight variations in colour do not represent a fault.

6.) Commission Processing

Part of the General Standard Terms and Conditions are our "Frame work conditions for Commission Work" in the version valid at the time the order was placed with us.

7.) Delivery

The delivery dates that we give are to be understood as the dates on which the goods leave our works and we will do our utmost to ensure that these are adhered to. We do not assume any kind of guarantee for these dates. If these delivery deadlines pass, the Purchaser has the right to cancel the agreement only if the shipment has failed to arrive at its destination even after the period of grace notified in writing by the Purchaser amounting to two weeks following his notification of this period. The claim to damages on the basis of non-performance of the agreement is excluded.

We have the right to complete part deliveries.

We reserve the right to ship a greater or smaller amount of up to + - 10% of the ordered quantity.

8.) Shipping/Prices

a.) Inland: Our prices are quoted ex works, including packing.

b.) Other countries: Our prices are quoted free German border, not duty paid, not taxed, including packing.

The method and route for the shipment are to be determined by ourselves, unless otherwise agreed.

9.) Place of Performance and Venue, also for actions on dishonoured cheques and bills, is Frankenthal.

10.) Separability

The present Agreement shall remain valid even if individual provisions therein are proved not to be valid.

The provision shown to be no longer valid is to be interpreted in such a way that its original business and legal intentions are met as far as is possible.

11.) The Law

The Agreement is subject to German Law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the Regional Court Frankenthal.

12.) Deviations from our Terms and Conditions of Sale require or approval in writing.

Date: 01/2013