

GENERAL TERMS OF SALE AND DELIVERY

1. Validity of offer :

Offers made are subject to the goods being unsold. All particulars of an order, including prices, require confirmation by HPS.

2. Terms of sale :

The purchaser declares his acceptance of these General Terms of Sale and Delivery by his signed order or by his tacit acceptance of order-confirmation by HPS.

For commercial articles sold or provided by HPS, the General Terms of Sale and Delivery of the respective sub-suppliers become valid, possibly additionally.

3. Prices :

Unless otherwise agreed, all prices are payable net in € = EUR (EURO), for delivery ex works, uninsured, excluding packing and fitting. Cost of freight, duties and fiscal charges, such as Purchase tax, Clearing and transfer charges, price equilization premiums, etc. are to the debit of the Purchaser. Packing is charged for extra.

4. Term of Delivery :

Delivery times applying to completion at works are quoted to the best of our ability. Force Majeure, such as war, mobilization, strikes, riots, public restrictions, epidemics, fire, breakdown of any kind, faulty parts, etc. and other occurrences beyond the control of HPS or his sub-suppliers entitle HPS to commensurate extension of delivery-times.

Delivery-times extensions may also occur when technical data, drawings or samples, etc. essential for the execution of an order, are not submitted in time, when the Purchaser changes his order or when payments agreed are not effected punctually.

The Purchaser is not entitled to cancel an order or claim compensation for any delays in delivery or for other reasons.

5. Warranty :

Any loss, damage or deterioration of goods, from whatever cause, are for account and risk of the Purchaser, as soon as the consignment leaves the works.

HPS will effect transport-insurance for account of the Purchaser only, on receipt of express and written instructions.

6. Property right :

All goods remain the property of HPS until fully paid for. The Purchaser is responsible for full insurance-cover against risks. The Purchaser has to ensure – especially in the case of insolvency – that the property right of the goods delivered remains 100 % with HPS. As evidential mutual contract basis is valid the commercial invoice issued by HPS.

7. Guarantee :

For a period of 6 months after delivery HPS guarantees to alter or replace as soon as possible all parts which should become useless due to faulty materials, imperfect construction or execution.

It is left up to HPS, whether he replaces or re-manufactures the defective parts. Substitute is put at the Purchaser's disposal "EX WORKS". Reclaimed parts or those bound for replacement have to be put at the disposal of HPS **all cost prepaid and uncalled for**. Parts thus replaced are property of HPS.

Parts subject to normal wear and tear are not replaced free-of-charge. The guarantee ceases if alterations or repairs are effected by the Purchaser or a third party without the written consent of HPS.

Any further liability must be declined. HPS cannot accept any claims for damage caused by improper treatment, undue stress, by insufficient foundations or non-appropriate appliances. HPS also disclaims liability for damage caused by fire or explosions.

Shortcomings have to be announced to HPS in writing and without delay. If no such announcement has been made to HPS up till the 8th calendar day after arrival of the goods at their transport-destination, the consignment is considered as accepted without restriction by the Purchaser. With regard to tissues, whether raw or coated tolerances usual in this branch are considered as accepted by the Purchaser.

8. Technical data :

Drawings, illustrations and sketches are not binding. Quotations, drawings and other data remain the property of HPS. They may not be copied, made accessible to third parties or used for manufacturing purposes. For any exceptions, the Purchaser must obtain the written approval from HPS, and/or from his sub-suppliers for commercial articles being not produced by HPS.

9. Jurisdiction :

For both parties, jurisdiction in respect of delivery, payments and all other obligations is Moenchengladbach (Germany).

Terms deviating from the General Terms of Sale and Delivery are binding only after written confirmation by HPS or his sub-suppliers with regard to commercial articles being not produced by HPS.

Beyond this, conditions not stated herein are subject to German Law.

10. Payments :

All payment must be effected in € = EUR (EURO) to HPS'bankers, as stated and agreed upon. All payments have to be effected free-of-charge for HPS. It is not permitted to retain payments or to balance with non-admitted claims from the part of the customer towards HPS. Overdue payments of the Purchaser or an insufficient information entitle the producer to claim advance-payments for delivery of all pending orders. HPS has the inalienable right to use incoming payments against outstanding debts; in doing so the settlement starts with the oldest debt.

In case of any deviation of this text (translation) from the German original text of our General Terms of Sale and Delivery, this latter is valid.