

# Sales, delivery and payment conditions

## General

- ▲ All prices are non-binding recommended prices and do not include surcharges for alloys or value-added tax.
- ▲ All previous catalogues and brochures will cease to be valid after the appearance of this price catalogue.
- ▲ Printing errors of any kind, including errors relating to technical data or prices, will constitute no reason for claims.
- ▲ We reserve the right to make changes to dimensions or prices due to further developments or changes to standards.
- ▲ All cutting performance specifications are approximate values. Actual cutting speeds and feed rates depend on the working conditions at hand.
- ▲ The General Terms and Conditions (GTCs) apply exclusively in relation to companies and legal entities under public law.
- ▲ The customer is deemed to have accepted the GTCs at the latest upon receiving the goods. The GTCs are also deemed to have been agreed upon for all future deliveries and services to the customer.
- ▲ All deliveries and services will be governed by these conditions as well as any separate contractual agreements. Acceptance of an order will not imply acceptance of the ordering party's purchasing conditions as part of the agreement, unless the supplier has agreed to this separately in writing.
- ▲ The supplier reserves ownership rights and intellectual property rights to samples, images, drawings, etc., including those in electronic form. These may not be made accessible to third parties. The ordering party is not permitted to make copies of any documents.
- ▲ Price lists which are handed over or sent by the supplier constitute the submission of an offer. All offers are non-binding concerning prices and delivery options, and are subject to prior sale.
- ▲ Standard tools conform to our catalogue specifications, which, however, are subject to change due to technological progress. Changes due to such progress will not entitle the ordering party to file a complaint.
- ▲ Verbal side agreements do not exist. Amendments must be made in writing to be valid.

## Order acceptance

- ▲ An agreement is established upon written confirmation of the order or upon the delivery of the goods. The ordering party assumes responsibility for the correctness of the documents (drawings, samples, etc.) it provides to the supplier. If the ordering party's drawings contain no unequivocal design-related tolerances, the supplier will manufacture according to its own experience and accepted industry standards.
- ▲ In the case of custom tools, the supplier reserves the right to under- or over-delivery by up to 10% of the quantities ordered.

## Prices and payment

- ▲ Prices are subject to change without notice and are quoted in Euros ex works, not including the statutory value-added tax at the current rate and the costs for any packaging, transport and insurance.
- ▲ Payment is to be made strictly net within 8 days of the invoice date in the case of custom tools and within 8 days with 2% discount or strictly net within 30 days in the case of standard tools.
- ▲ In the case of a delay in payment, the supplier will charge interest on arrears at the level of the usual bank interest rates.
- ▲ We will be entitled to render outstanding deliveries or services exclusively in return for advance payment if, after concluding the agreement, we gain knowledge of circumstances which significantly reduce the customer's creditworthiness and could jeopardise the payment of open receivables from the contractual relationship in question.

## Delivery date

- ▲ The delivery dates we specify are non-binding, unless otherwise explicitly agreed upon with the customer in writing.
- ▲ Compliance with the delivery time is subject to the correct and punctual availability of supplies and raw materials.
- ▲ Partial deliveries are permissible. In case of default, the ordering party may withdraw from the agreement after the lapse of a reasonable grace period if the goods have not been declared ready to ship by that time.
- ▲ The delivery deadline will be deemed met if the goods are declared ready to ship by that time.
- ▲ Delivery will be made by our sales force or a package service and will be carriage free within Europe at a goods value of € 100.00 and up.

## Retention of title

- ▲ The ordering party is not released from conducting an incoming goods inspection, especially not if we were instructed to meet specific tolerances when the order was placed.
- ▲ If goods under retention of title are sold, the customer will assign the purchase price and any claim for work compensation to us at the amount of the invoice sum.
- ▲ If any third party should lay claim to goods under retention of title, in particular by way of attachment, the customer shall inform said parties of our title to the goods and notify us without delay, in order to enable us to assert our rights to retention of title.

## Claims for defects

- ▲ The ordering party is not released from conducting an incoming goods inspection, especially not if we were instructed to meet specific tolerances when the order was placed.
- ▲ Notices of defects are to be sent to us in writing within 5 business days. The goods subject to complaint must be provided to us for reworking starting at the date of the defect notice. Justified complaints which relate to defects or assured properties oblige us to perform rework free of charge. The ordering party may withdraw from the order after a second unsuccessful attempt at rework.
- ▲ The supplier assumes liability only up to the amount of its processing costs. Liability for further damages of any kind is excluded. This applies especially to indirect damages and consequential damages from defects.
- ▲ We will assume no liability for the behaviour of the material sent to us. Our entitlement to remuneration will remain unaffected.
- ▲ We will accept no responsibility for defects and damages resulting from unsuitable and improper use and failure to observe the instructions for use, non-observance of ambient conditions and conditions of use described, or improper maintenance. The customer is obliged to check our deliveries and services in terms of suitability for their intended use.

## Applicable law

The sole legal venue for any disputes resulting directly or indirectly from the contractual relationship will be the domicile of our company. The same applies if the customer has no general legal venue in Germany or if its place of residence and/or habitual abode is not known at the time the complaint is filed. The registered office of our company is deemed the agreed place of performance for all services, deliveries and payments.

Last revision: February 2019. You can also find the current version at: [www.wunschmann.de/GTC](http://www.wunschmann.de/GTC)