

Standard Terms and Conditions of Sale

1. General information

1.1 We supply in reference to the following terms of delivery and sales, even if during constant business relations a reference does not follow particularly. The customer's opposing conditions do not have any validity to us. Not answering on order confirmations, which refer to deviating trading conditions, is not to be regarded as agreement. With the acceptance of our delivery, the customer declares irreversibly that he agrees with our applicable terms of delivery and sales.

1.2 All offers given by us are principally non-binding. Verbal explanations, offers and accounts require a written confirmation by the company Voelkel-Industriearmaturen GmbH. In case of an offer with a temporal appointment and it's in time acceptance, the contract is signed with the order confirmation or the delivery.

1.3 If we don't receive a written objection until 10 days after our written order confirmation, then our confirmation becomes the decisive part of the contract.

1.4 Our terms of delivery and sales are only valid for companies, jur. People of public corporation and for public fund assets acc. to §310 Abs. 1 BGB.

2. Prices, terms of payment

2.1 Our prices are ex works, incl. loading, without packing, without transit insurance and without sales tax. If the total goods net value per delivery lies above EUR 1000,-, we deliver free domestic receiving station. Transit period and mode of conveyance are assigned by us. For orders and/or single calls below this value line the way of supply is to our choice, either with freight collect or free of all charges among calculation of the incurred freight costs. A fetching remuneration can not be granted in these cases. Below a purchase order value of EUR 50,- net, a lower-quantity surcharge is computed. The agreed prices are based on material and labour costs valid during the contract formation. If the material and the labour costs increase between the contract formation and the delivery, we are entitled to compute price surcharges.

2.2 Conditional to a contrary order confirmation our invoice is to be paid net within 30 days. If the invoice is paid within 14 days, an early payment discount of 2% is granted. This is not valid for payment by exchange bill, which may only be given for payment reasons and can only be given with our permission. After the expiration of the payment term we are authorised to compute banking practical interest, starting from the expiration date without the need of a reminder.

2.3 If the customer does not follow our payment terms or conditions, which decreases the customer's credit-worthiness, then all our demands become due immediately. In this case we are entitled, without consideration of the running time of accepted exchanges, to be cash paid by paying back the exchanges. Also we are entitled to hold back pending supplies, even if these are other orders.

2.4 The customer is not entitled to use the right of retention or to count up with counterclaim.

3. Supply

3.1 The delivery always takes place at our customer's expense and risks. Deliveries will only be insured against transport damages by the customer's demand.

3.2 It is the customer's risk as soon as the goods leave our house.

3.3 Authoritative times for delivery must always be presented in writing and always require our approval. The time of delivery starts only after receiving all drawing, dimensions and all other parts prepared by the customer, as well as the agreed deposit. The adherence of the time for delivery presupposes the adherence of the customer's contract obligations.

3.4 The time of delivery may be extended adequately by unindebted failures (electricity failure, shortage of raw material, industrial dispute or other circumstances beyond our control), as far as these disturbances traceably effect the completion or the delivery of the delivery item. This is also valid, if our sub-supplier has these disturbances.

3.5 Part deliveries are permitted. If we do not comply with the delivery date, the customer is behold to allow us an adequate grace period.

4. Warranty, liability

4.1 The customer is bound to check the delivered goods accurately just after receipt and maybe if necessary write a notice of defects to send to us. Visible defect must be certified by the deliverer.

4.2 Abnormalities in the dimensions, in surface treatment and in weight, which are necessary for manufacturing, are no defect, unless the capability of the delivered goods is affecting the conventional purpose. The same is valid for technical modifications as abnormalities in drawings and catalogues. Dimensions and other tolerances are according to DIN & ANSI-specifications, apart from that according to established practice as well as to the state-of-the-art.

4.3 Period of warranty amounts 12 months, computed to transfer of risk. For wearing parts (gaskets, membranes, etc.) the warranty period is as long as the usual lifetime, but at the longest 6 months.

4.4 In case of a faulty supply we give the customer the requirement of rework or free replacement. After repeated failure even in the rework or free replacement the customer has the choice of decreasing the price (reduction) or resigning from the contract.

4.5 A guarantee for certain attributes, especially for the fact that the good is suitable for the customer's purposes, can only be given on formally assured attributes.

4.6 We are justified to reject requirements on guarantee, as far as the customer is in delay with his payment. Is the blamed supply not accepted, the customer is entitled to hold back a reasonable price until the failure has been removed. Apart from this compensation and retention is forbidden.

4.7 Further claims of the customer, especially the claim for replacement of damage, which not have been caused directly on the supplied good, are impossible. This non-liability does not apply with resolution, with executive staff's grossly negligent conduct as well as non-accidental infraction of fundamental contractual obligations. When culpably violating fundamental contractual obligations we are responsible, except of the cases of resolution and our executive staff's grossly negligent conduct - only for the typically contractual, reasonably predictable damage. Furthermore the non-liability is not valid in cases, in which the damage of the delivered good is responsible for personal injuries or material damage on privately used items, which are handled according to product liability law. It is also not valid for the absence of attributes, which were explicitly permitted, if the assurance was only to protect the purchaser from damages, which did not accrue directly on the good. As far as our liability is excluded or restricted, this is also valid for personal liability of our employees.

5. Reservation of proprietary rights

5.1 The delivered good remains our property until all claims of the business relations with the customer have been totally equalised. During a running account the reserved property applies as security for our demand of balance. Editing and processing of the reservation commodity takes place according to §950 BGB. When processing with other goods, which aren't our property, by the customer, we are entitled to have the co-property of the good being manufactured in relation of the invoice value of the reserved property to the invoice value of the other used goods. If our reservation commodity gets combined with other items and if then through this our assets expire, we now already agree, that the customer's assets and co-ownership of the combined good or the coherent item go over to us in amount of the invoice value and the customer held it gratuitously for us. The by processing or combining accruing goods are reservation commodities in sense of the terms.

5.2 The customer is only allowed to dispose the reservation commodity as long as he isn't in delay. He is only authorised in disposing the reservation commodity with the bondage of assigning his claims of resale to us. Without allowance he is not authorised to other regulations of the reservation commodity. We now accept the customer's declaration of assignment for the reservation commodity. In case, the customer's reservation commodity is disposed together with other good, not belonging to us, the delegation of the claim of reselling is valid in amount of the invoice value of each of the disposed reservation commodity. If the reservation commodity is disposed after processing, especially after processing with other, not us belonging, goods or after combining them with other goods, then it is valid that the delegation is only as high as our property-amount of the disposed item.

5.3 The customer is entitled to collect assigned accounts at all time until we disconfirm. We will use this right of rescission only for an important reason. By request the customer is behold to inform the garnishees about the delegation to us and to provide us with the necessary information and documents.

5.4 The reservation purchaser is not allowed to assign or to bond the reservation commodity, to assign the claims to third parties or to add up with them or to arrange an assigning prohibition with his customer. He is also not allowed to accept other accomplishments as payment, especially not items or accomplishments at the fulfilment place.

5.5 The customer has to inform us about an arrestment or every other damnification of our rights through third parties.

5.6 In case of arrears we are entitled to withdraw the reservation commodity, without the need of an avoidance of the contract.

5.7 If the value of our consisting safeties exceed to more than 20% of our claims, then we are, by our customer's demand, behold to our choice of reassignment or decontrolling of safeties.

6. Place of fulfilment and place of jurisdiction

6.1 As far as nothing else is mentioned in the order confirmation, our place of business is the place of fulfilment.

6.2 As far as our customer is a merchant, our place of business is the place of jurisdiction; but we are also entitled to indict the customer in his general place of jurisdiction.

7. Applicable law, written form, invalidity clause

7.1 The contractual relationship is subject to the rights of the Federal Republic of Germany. The utilisation of the UN Convention on Contracts for the International Sale of Goods is impossible.

7.2 All changes of these terms and conditions require a written form; this is also valid for the abolishment of the written form's demands. Should single parts be cancelled through law or individual contract, then the effectuality of the other appointments is not affected.

8. Redemption of goods

Redeliveries for credit advice can only follow in accordance of our written acceptance. A credit advice can not be given for valve-types, which aren't in our delivery program, as well as for accessories and valves from a piece production. If sending back new old stock valves carriage free, a credit advice takes place, deducting storage charges. This decimation considers the necessary pressure- and function test as well as the innovation of the surface protection. Besides we are entitled to depose or to compute all as a result of the redemption expended costs of the net-invoice price, especially cargo outward and return freight, freight settlement amounts, cartage costs, forwarder costs, reconditioning costs, during payment reduced discounts etc.