

General Terms and Conditions of Sale

I. General

1. The following terms and conditions apply to all orders.
2. Verbal and telephonic arrangements and agreements require the Sellers' written confirmation.
3. Our quotations are not binding.
4. We reserve the proprietary rights and copyrights for drawings and all other documentation. They are not allowed to be made available to third parties.
5. Contrary other terms are not binding to the Sellers. If a contract will be signed on the basis of opposite terms, this contract will be subject to legal requirements.

II. Delivery

1. The quoted delivery times are estimates and not binding. The delivery time is regarded to be kept to time, when the goods have left the factory at the quoted time, or the Buyers will have been notified that goods are ready for shipment. The Buyers will agree on partial deliveries. The delivery time must be extended for a reasonable period, if unforeseen and unexpected events should occur, i.e. acts of God, industrial actions, strikes, breakdowns in the Sellers' company as well as with the sub-suppliers (as far as these obstacles influence finishing of the goods and their shipment), official confiscation, etc. suspend the Sellers from delivery obligations. The Sellers cannot be held responsible for any of the above-mentioned circumstances occurring whilst a delay may already be underway.
2. Buyers' claims for compensation of delays or non-compliance are excluded, unless the Sellers can be accused of intent or negligence.
3. If the Buyers do not take over the goods, despite they are ready for dispatch we are entitled after an extension of 14 days to claim a lump sum compensation of 25% of the contracted value without proof nor request for payment of the real amount if a higher loss incurred. This claim represents the contractually agreed compensation and is No penalty. The Buyers will also fall behind taking over the contracted merchandise and is to accept the legal consequences, provided they will not return the working drawings or lay-out plans sent for confirmation within a period of 14 days, but allow an extension of 14 days to expire, should the Buyers' assistance be required and agreed upon.

III. Transition of responsibilities

1. The responsibilities pass over to the Buyers when the goods are leaving the factory, or the moment the Buyers are notified the goods are ready for shipment.
2. The Sellers select the way and means of transportation to their best estimation, however, without the liability of looking for the cheapest means.

IV. Prices and Payment

1. The Sellers invoice the goods at the prices valid the day of shipment. Delivery is made EXW, plus costs for packing, costs for set-up and commissioning of the machines are at extra cost, if not otherwise agreed upon. Domestic sales prices are subject to VAT at the percentage currently valid at the day of shipment.
2. We charge for packing at cost price and credit 2/3 of the invoiced amount, if the packing material will be returned free our works, non-returnable materials are excluded from this ruling.
3. With contracts up to an amount of €25.000,00 the invoices are due for payment within 30 days from date of invoice.
4. With contracts over a value of €25.000,00 the following terms apply:
30% net down-payment with the order,
60% net down-payment after notification that goods are ready for shipment
10% net after final acceptance with the Buyers, latest 30 days from notification.
5. Payment by Bills of Exchange require special arrangements to be made in order to fulfil the obligations. The fees for discounting the Bills are to be paid in cash.
6. The Buyers are permitted to set-off payments against amounts due by the Sellers and which are undoubtedly and legally valid. The Buyers have the legitimate right to keep payments back, only, subject the claims have explicitly been recognised in writing by the Sellers.
7. If the Buyers default payment of one invoice, all other pending liabilities in favour of the Sellers become instantly due. The same applies in case checks and/or Bills of Exchange are not honoured, or in case the Buyers discontinue their payments.
8. If the Sellers will learn of circumstances minimising the creditworthiness of the Buyers after a contract was signed, the Sellers are entitled to decide to abstain either wholly or partially from fulfilling this contract.

V. Reservation of Proprietary Rights

1. The goods remain the Sellers' property unless all invoices and liabilities, even those resulting from future transactions with the Buyers, will have been settled.
2. Should the Sellers provide the Buyers with the financial means enabling the latter to pay for the contracted goods by issuing a Bill of Exchange to be accepted by the Buyers and endorsed by the Sellers, the merchandise will pass over into the Buyers' property, only, after the Bill of Exchange was cashed in and the Sellers' B/E liability will have expired.
3. The Buyers in advance pass the partial proprietary rights for goods under reservation to the Sellers by accepting the goods under reservation. The Buyers safekeep free-of-charge for the Sellers.
4. The Buyers are permitted to resell the goods kept under reservation, and the end-products from treating and processing the goods under proprietary rights, only, and the Sellers' rights will not be impaired by pawning or mortgaging the products, accordingly.

5. Real and/or legal seizure on the limited proprietary goods third parties, damages to the goods and/or their disappearance whatsoever are to be reported to the Suppliers, without delay.
6. The Buyers in advance cede any claims they are entitled to from reselling the reserved proprietary goods or from any other legal justification with regard to the mentioned products to the Suppliers. If the products in question are resold together with other goods which do not belong to the Suppliers - or will form part of completed machines - the ceding covers the value of the goods under reservation, only. The Buyers are authorised to collect the ceded debts, and the amounts received are to be held in trust apart from the Buyer's assets. Amounts due to the Sellers are to be remitted immediately. Upon the Sellers' request the Buyers are to advise the Debtor about the ceding, while the Sellers' right of disclosing the ceding remain unaffected.

VI. Warranty and Replacement

- The Sellers' warranty to cover the faults listed here below, including also the missing of assured machine properties:
1. On condition that the supplied machines are operated in daily 8-hour-shifts (single-shift or 2500 annual operation hours) at the Sellers' choice all parts and components are to be repaired or replaced, and services to be carried out which within a period of 12 months from the date of responsibility transition have failed due to circumstances well prior to the date of transition, such as wrong design, faulty craftsmanship, and/or faulty material. The Sellers must be notified in writing immediately any fault occurred. Further warranty claims are not justified.
 2. Drilling trunks and welding horns are warranted by the Sellers for a period of 6 months, reimbursing the value remaining from the unclaimed warranty period on the price of the replacement part.
 3. In the course of restoring or refurbishing a machine on the Buyers' site under warranty terms all material and labour costs as well as overhead costs are borne by the Sellers. Travel expenses, accommodation and technician allowances are not to the Sellers' account and will be invoiced to the Buyers. Services rendered and repairs carried out in the Suppliers' factory are to the Suppliers' charge. Transportation costs to/from the manufacturers' site as well as customs clearance are to the Buyers' charge.
 4. The Buyers are to allow for a reasonable time for preparing the restoration and repair work. If the Buyers reject the notified period, we are freed from the responsibility of settling the warranty case.
 5. The Buyers' right to file in for warranty replacements expires in any case within 6 months from the date the claim was raised.
 6. The warranty does not cover normal wear and tear and not at all damages occurring after the responsibility transition and which are due to improper or negligent handling, operating the machine(s) under excessive stress, or which may be caused under chemical, electro-chemical or electric influences which cannot be assumed from the contract signed by the two parties.
 7. Improperly performed modifications and/or repairs carried out by the Buyers or a third party without prior consent from the Suppliers exempt the latter from their liability for resulting faults. If the Sellers concede in writing to repairs or modifications, they cannot be held responsible for the consequences, if the repairs will have been improperly performed.
 8. Should the contract form part of the Buyers' commercial trade, the Suppliers' warranty covering modifications, replacement of parts and repairs stretches over a period of 6 months.

VII. Other Liabilities

Other liability claims from the Buyers against the Suppliers, and against the Suppliers' sub-contractors, irrespective of any reasons, are excluded, totally, unless the Sellers are charged with intent and/or negligence.

VIII. Jurisdiction Court

1. In event of disputes which may come forward in context with the contract (subject the Buyers are graduated businessmen), the only court is the Court having jurisdiction where the Suppliers' Registered Head-Offices are located.
2. The Law of the Federal Republic of Germany rules the legal conditions of the contract.

IX. Contract Liability

Any individual terms being inoperative does not affect the validity of the remaining Terms and Conditions.



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