

Acknowledgement

Only our acknowledgement is important for way and size of the consignment. Different sales conditions of our buyer are only legally binding, if they are expressly accepted by us. Orders are valid only when they are accepted by our written acknowledgement. The acknowledgement has to be checked exactly, also according corrections we made. Objections to change have to be expressed immediately.

Terms of payment

Payment has to be made 30 days net on receipt of invoice.

Our bank account for International Banking is: IBAN: DE48 56051790 0012124517, BIC: MALA DE 51 SIM.

Delivery time

Prescribed delivery dates will be kept carefully. Penalties due to delays or indemnification for delays in delivery will not be accepted by us. We are not liable for delays or defaults due to acts of God, shortage of raw material, revolt, strike, look out, equipment failure or other causes beyond our control.

Merchandise on call

Merchandises on call have to take off, if no other agreements have been made, within 3 month from date of order, otherwise it is up to us whether we charge the goods to the buyer's account or to cancel the order.

Shipment

Goods will be shipped at buyer's risk and expense, even if it is a carriage paid delivery.

Defects and Warranty

Complains and other objections have to be lodged within 8 days from the order date. We guarantee the condition of the goods in this way, as we replace good or rather touch them up free of charge, if there are demonstrable faulty ones. Extensive demands for compensation, payments and many others, will not be accepted by us.

The warranty for the corrosion protection of goods without a special surface treatment (blank parts) is limited in that way that the treatment is a short-term protection for corrosion. Therefore, we exclude the extension of warranty periods.

Measures

The compliance of measures will be enforced so far as the by the production necessary leeway allows it and allowing for the customary tolerances in the trade. Examination instructions according to DIN 267 (a German Unity of measurement) are used with screws and bolts.

Demands in additions should be made when placing an order.

Delivery

Deliveries of more or less than 15% are authorized and have to be accepted by the buyer at the same prices.

Delivery of samples

If samples are required for examination, the cost prices for installation of the machine, as long as the actual manufacture can only start after receipt of the buyer's approval, have to charged to the buyer's account. For additional modifications in size and measures the wages for re-equipping of the machines will be charged to the buyer's account. Goods, which are already produced have to be bought by the buyer.

Place of fulfilment

For obligations on both sides the place of fulfilment is Dorweiler, Germany, and the legal domicile is for both sides Simmern, Germany. The delivered goods will be our property until the buyer has totally balanced our outstanding debts.

HEINRICHS & Co. KG