

Delivery and Payment Conditions

1. The following payment and delivery conditions apply to all deliveries and services of WENDEL tools GmbH (referred to as “WENDEL tools” in the following) and are also valid for future business with the customer without having to refer to these specifically. The General Terms of the customer are not part of the contract. The terms of the customer also do not become a component of the contract, if the deliveries or services are provided by WENDEL tools despite contrary terms of the customer being known or orders of the customer are signed by WENDEL tools.
2. The order is irrevocable and legally binding. By accepting our order confirmation, you declare your consent to our Delivery and Payment Conditions as long as nothing else has been agreed on in writing.
3. The delivery times are non-binding and start as soon as all details of the implementation have been clarified. Unexpected business disruptions at the own site or with a subcontractor extend the delivery time appropriately, especially also when not our fault, e.g. through a force majeure. Partial deliveries are possible.
4. Deliveries are made from the warehouse Horb, resp. delivery depot, exclusively packaging.
5. The shipment of our deliveries is generally conducted at the risk of the buyers, even when carriage is paid.
6. The risks of an incidental sinking or the incidental deterioration of the goods is carried by the customer delivered to or a person as determined by the customer after delivery, yet are transferred to the customers at the latest when leaving the company (WENDEL tools). This also applies to partial deliveries and delivery services by WENDEL tools.
7. Complaints concerning defects or of any other type shall be raised in writing promptly and at the latest within eight days of receiving the goods. We are not obliged to remove defects or make improvements as long as the ordering party has not settled the required payment. WENDEL tools is not liable if any improvements or compensatory measures were made more difficult through autonomous corrective measures by the ordering party. Other claims by the ordering party of any type, in particular those for replacement, reduction or payment of damages as well as compensatory claims for downtimes, damage payments for subsequent damages or the like, are excluded.
8. Return shipments can only be accepted with a copy of the delivery note or reference of the delivery date. For returns of surplus or unused tools that are accepted by WENDEL tools 6 months after the delivery date, WENDEL tools charges an administrative fee in the amount of 10% of the item value in addition to the outgoing freight, a minimum of EUR 50, however. In the case of incorrect orders that the ordering party is responsible for, the appropriate administrative fee is immediately charged. Returns require our written consent without

exception. Return shipments without a prior confirmation by WENDEL tools as well as any customer-specific special productions cannot be accepted.

9. Warranty

If no other explicit and written agreement has been made, the liability for material defects is valid for 12 months after the transfer of risk. It can be extended once by 12 months through maintenance work conducted by us. However, this needs to be agreed upon regarding a specific order. The warranty exclusively applies to free repair works. Correspondingly replaced parts are the property of WENDEL tools. Natural wear and tear as well as wear parts are excluded from the warranty. The warranty corresponds to a use of the tools in a one-shift operation at a maximum of 40 hours per week. The warranty is valid as of the date of shipment of the Wendel tools.

10. Invoices are payable immediately and without deduction. Payments are to be transferred free from costs and expenses onto the bank account(s) specified on the invoices of WENDEL tools. In the case of any overrun of the payment deadline, a default interest of at least 7% above the respectively valid base interest becomes due for the period from the due date and the actual date of payment. In the case of payment default, the invoice amounts that are not yet due are still immediately payable.

11. Checks and exchanges are only accepted if these were agreed to beforehand in writing.

Payments only count as rendered once the owed amount including all costs and discount charges have been irrevocably credited to WENDEL tools and they can freely dispose of the funds.

12. The goods remain the property of WENDEL tools until the complete payment has been concluded. In the case of partial payments, the retention of title applies until the concluded total payment.

13. The place of delivery and payment is Horb for both parts. The place of jurisdiction for both parts is 72160 Horb.

14. Protective, property- and copyrights to all of our offers and deliveries, images, sketches, patterns etc. remain with us. They may not be made accessible to third parties without the expressed written approval. Reproductions and replications even in excerpts are not permitted. The ordering party assumes the sole responsibility for the documents, plans and samples and similar items that need to be provided. The ordering party shall ensure that the working drawings do not infringe on the copyrights of third parties. We are not required to conduct checks for the ordering party, whether the submission of offers violates any protective rights of third parties. If liability does arise, the ordering party shall indemnify us.

15. Catalogues and all technical information were compiled with the greatest care. Nevertheless, errors cannot be completely ruled out. We still point out though, that no guaranty or any legal responsibility or any liability can be taken for any consequences resulting from these erroneous specifications. We appreciate any notification of possible errors.

Catalogs are protected by copyright and remain the property of WENDEL tools. Reproductions even in excerpts, are not permitted.

Changes through further developments and errors remain reserved.

16. Should a point no longer be valid as a consequence of changes in the legal situation, the other points remain unaffected by this.