

## Terms and Conditions of Sale and Delivery

### 1. General validity

The following conditions apply exclusively for all business arising from quotations, sales and delivery of our goods and services. Differing conditions of the buyer's shall only be recognised after written confirmation.

### 2. Quotations and order processing

All quotations are without commitment and subject to confirmation. Orders are deemed to have been accepted only after confirmation in writing. Supplementary agreements and changes must also be confirmed in writing for them to be effective.

### 3. Pricing and payment

Prices exclude VAT for delivery ex works not including packaging. Invoices are payable within 14 days at 2 % discount or within 30 days net. The Conditions of Payment set out in the quotation apply for buyers from abroad.

### 4. Minimum quantities

Gross prices shall be invoiced for orders worth less than €50 notwithstanding any possible discount agreement. In addition, we are also obliged to charge a processing fee of €12.50 (domestic) / €25 (international) for orders worth less than €50 (domestic) / €250 (international).

### 5. Delivery dates

Delivery dates are always estimated, even if this is not specifically mentioned. In case of delivery delays the purchaser shall specify a reasonable extension. After this extension expires they are entitled to withdraw from the contract insofar as this has not already been fulfilled by part deliveries. Compensation claims due to non-fulfilment or late delivery are excluded.

### 6. Packaging

Insofar as no special agreements exist, we shall select appropriate disposable packaging at our discretion. Packaging cannot be returned. Packaging is invoiced at cost price.

### 7. Despatch

Despatch always takes place at the purchaser's risk. If no particular despatch method is prescribed we shall select the cheapest means of carriage at our discretion and without liability.

### 8. Notification of defects

Defects should be reported in writing within 14 days of receipt. We shall replace goods demonstrably delivered in a faulty condition free of charge. No liability can be assumed for a particular kind of packaging for our goods if we have not expressly confirmed its suitability.

**9. Return shipments/returns**

Deliveries may only be returned with the prior agreement of MÜRMANN Gewindetechnik GmbH. We reserve the right to refuse acceptance.

Appropriate arrangements shall be made for returns for which MÜRMANN Gewindetechnik GmbH is responsible.

In case of returns of stock items, we charge return transfer costs of 10% of the value of the goods and a minimum of €12.50 for each transaction. A credit shall be issued once the returned goods have been approved. Goods which have been especially made to customer specifications cannot be returned.

**10. Retention of title**

The delivered goods remain our property until all outstanding amounts have been paid in full regardless of the legal foundation. Our retention of title also does not expire in case of resale. The purchaser cedes the title to the resold goods in advance on placement of order. The goods may neither be assigned nor transferred by way of security without our agreement before full payment has been made. The purchaser must inform us immediately if third parties wish to assert claims against the sold goods.

**11. Place of fulfilment and place of jurisdiction**

The place of jurisdiction and of fulfilment for all mutual rights and obligations arising from this contract is Wittenburg. The laws of the Federal Republic of Germany apply for foreign purchasers.

**12. Legal effectiveness**

If an individual point of these Terms and Conditions of Sale and Delivery should prove to be ineffective this has no effect on the legal effectiveness of the remaining points.