

KDS Radeberger Präzisions- Formen- und Werkzeugbau GmbH - hereinafter referred to as KDS - supplies exclusively to the following General Terms of Payment and Delivery. All agreements are only valid by our written confirmation. Different conditions apply only if we have acknowledged them in writing. Purchasing conditions of the customer, which are contrary to our conditions of sale, are ineffective, without any objection by us.

1. Prices

All prices are in Euro, unless otherwise stated or written confirmed, ex works, excluding packaging and insurance. A price commitment over a contractually agreed period can not be met if our framework, manufacturing and supply conditions change. Pricing is based on current material and labor costs. We reserve the right to make any changes in the event of changes. The client has the opportunity to immediately within the legal obligation to reprimand according to HGB §377, objecting to our order confirmations. If this is not the case, our general terms of sale and delivery will become part of the contract after the deadline expires. Works not included in the offer will be invoiced separately.

The client and KDS agree that the tool commissioned is not a standard version and therefore unforeseen problems may occur within the scope of manufacture, which are not covered by the offer price. KDS will endeavor to comply with the offer prices, but will be entitled to agree a different pricing arrangement with the contractor in the event of unforeseen manufacturing problems.

Additional requests for change on the part of the client basically justify an increase in the order value. Additional expenses incurred by KDS as a result of unfinished, missing or incorrect designs, CAD data, supplies or information will be invoiced separately, unless they are explicitly included in the scope of the offer.

2. Delivery time, conditions and withdrawal

The time to the delivery date starts on the day of our order confirmation, but not before the day of the final technical and commercial release and written order confirmation. Design drawings or corresponding data must always be checked by the client and provided with a valid release note for production. The client bears the full responsibility for their accuracy. KDS is entitled to withdraw from the contract or to delay in delivery if required orders, information, confirmations or supplies by the client, regardless of their nature, are not received on time. Additional requests for changes on the part of the client basically justify an extension of the deadline.

Resulting date shifts must be reported by KDS. Specified days are working days (5d / week). Unforeseeable events in the production and other obstacles such as force majeure, delay in transport, strike, breakdowns at KDS and the upstream suppliers, insufficient supply of raw materials and supplies without our fault entitle us to postpone the delivery for the duration of the impact. It does not matter whether the circumstances occur with us or a subcontractor.

Penalties for delay and claims for damages due to delayed or not executed delivery must be agreed in writing. If the KDS has taken over the sampling, then the delivery period is kept, if the readiness for dispatch is communicated. If the KDS itself is in default, the customer KDS must set a reasonable period of grace - if provided for by law. After expiry of this grace period, he may withdraw from the contract if the goods have not been reported as ready for shipment by this time.

3. Distribution

Unless otherwise expressly agreed in our offer, the client bears and arranges the costs of transport with the associated logistics. The goods are considered as delivered upon initial sampling. If no initial sampling takes place, the notification of readiness for dispatch applies as delivery.

4. Acceptance and transfer of risk

When leaving the factory premises, the goods are considered accepted. Complaints of immediately identifiable defects need only be considered by us if they occur immediately after receipt of the goods. In the case of hidden defects, we are liable only within the statutory periods after discovery, but at the latest within the statutory limitation period. Our liability extends to legitimate complaints, which are demonstrably due to bad materials or incorrect execution. An execution that has been expressly requested or approved by the client, even tacitly approved, can not subsequently be objected to.

The justified complaints will either be repaired or anew delivered ex works. Claims of the client for damages for defects, consequential damages or loss of profit are excluded. Unauthorized reworking or improper handling of the items delivered by us will result in the loss of all warranty claims; only to prevent disproportionately high damages the client is entitled to improve after prior agreement with the contractor. Incurring costs on offsetting such are generally not recognized.

For tools:

A warranty for application / service life can only be accepted after our express written consent has been given on the order confirmation. Prerequisite, however, is the proper handling, as well as a regular, certified maintenance and care with immediate production stop at the onset of wear and tear. Costs for samples or functional tests or other follow-up costs will not be accepted by us. In principle, several samplings or functional tests must be expected.

5. Terms of payment

Payments are to be made according to the individually agreed conditions without any deduction. For spare part deliveries, repairs and contract work, the payment must be made immediately net cash after the invoice date. If the customer defaults on the applicable payment dates, KDS will charge interest at the rate of 8% above the applicable base rate. If part-performances which do not contain more than 10% of the order amount can not be invoiced due to non-fulfillment or objections, the remaining amount can be settled independently of this. In case of default of payment, we are entitled to withdraw from the contract and / or to demand damages in the event of fault. We may further prohibit the resale of goods delivered under retention of title, demand their return or the transfer of the indirect possession at the expense of the client.

The client is not entitled to a right of retention. Offsetting by the client is only permitted if his counterclaims are expressly undisputed or legally established.

6. Retention of title

The entire delivered goods (reserved goods) remain our property until full payment. Garnishments and any other restrictions on our property are to be communicated to us immediately. The assignment of the rights of the client against us to third parties is only allowed with our written consent. In the event that our goods are sold on their own or in conjunction with other facilities prior to payment of the full purchase price by the client to a third party, whereby the client always reserves the right to reserve title, the customer hereby assigns all claims from the resale against the third buyer to KDS. If the client does not comply with a payment date or violates other contractual agreements or if we become aware of circumstances which are likely to reduce the creditworthiness of the client, we are entitled to prohibit the resale of reserved goods, their return or the granting of indirect ownership at the expense of the client to demand on us and / or to demand the payment of amounts collected by the client.

7. Warranties

The execution of the order takes place according to current state of the art. The client or his representative is obliged to check the goods immediately for their regularity. The omission of an examination is regarded as unreserved acknowledgment conditional condition. A notification of defects must be made in writing immediately, but at the latest within 2 weeks after delivery to the client or his representative. The contractor is not liable if notified defects are remedied by third parties or the client. The contractor is also not liable if the client makes changes to the delivered goods or has them carried out by third parties. Claims of the client or his agent for conversion, reduction of the purchase price, in particular also on the occasion of arbitrary actions for alleged deadline, compensation (also for freight expenses), are excluded. For the assessment of whether the notice of defects is justified or not, the result of the inspection carried out by the contractor shall be decisive. In case of unjustified notifications of defects, which cause extensive inspections, the costs of the examination will be charged to the client. Basically, only for defects in the goods delivered by us, but not for defects and consequential damage caused by manufacturing problems of the client, liable. Similarly, KDS accepts no liability for damages of any kind caused by improper use by the client or a third party commissioned by him. For executed wage work KDS is liable only up to the amount of the accrued wage costs in the form that a free repetition of the wage work is carried out. Any warranty / liability of the contractor is excluded from:

- a. Inappropriate or improper use by the client or third parties
- b. Incorrect installation or commissioning by the Client or third party
- c. Implementation of improvements or attempts to remedy deficiencies by the client or third parties without the consent of the contractor,
- d. Natural wear or corrosion, disproportionate heavy wear due to improper use or Force majeure.

8. final provisions

The place of performance for delivery and payment is Großröhrsdorf with the competent court of jurisdiction. It is only the law of the Federal Republic of Germany. This also applies to deliveries abroad. Should these provisions be partially ineffective, invalid or incomplete, this shall not affect the validity and validity of the remaining provisions and of the Contract as such. The parties to the contract undertake to interpret or amend the ineffective provision in such a way that the economic and legal purposes originally intended are achieved as far as possible.