

GENERAL CONDITIONS OF PURCHASE

Orders and any other agreements are effective only after expressly written confirmation.

Only our conditions of purchase apply. This is also the case where confirmation by the Seller indicates that the order has been registered under his own proper conditions of sale, regardless of whether a reservation in this respect has been filed by us or not.

Place of performance and exclusive place of jurisdiction is Gummersbach, Germany. This applies also where a contracting party, after having signed the contract, changes its residence or normal location to outside the jurisdiction of the "Zivilprozessordnung" (Rules of the German Civil Court), or if its location is unknown at the time of a suit being filed. This rule applies also for legal disputes concerning cheques or drafts. It further applies in case of annulment, rescission or cancellation etc.

Only German law applies. The Convention on Contracts for the International Sale of Goods (CISG) formulated by the United Nations is expressly excluded. The German text of these present conditions shall prevail.

If not otherwise agreed, delivery will be made free of freight or any other expenses to the respective delivery address. The cost of packing and/or protective coverings is to be borne by the Seller.

Shipment is always the responsibility of and at the risk of the Seller. We do not pay for transport insurance or insurance of any other kind.

It is emphasised that any variation from the contracted quantity, whether in excess or otherwise, will not be accepted.

For all goods delivered which are found to be faulty - even if the defect is discovered when they are being further processed - the Seller will undertake to make compensation as requested by us, either by substitution free of charge or by reimbursement of the full unit price as listed in the respective invoice or contract. Expenses for reprocessing, freight and directly related fees, together with any other costs having already resulted or still to result from incorrect delivery, are to be borne by the Seller. That notwithstanding, we reserve any further rights such as claims for damages. In case of urgency we will be entitled, without further agreement and without prejudice to any possible legal claim by us, to have deficiencies rectified on site at the expense of the Seller. The Seller undertakes not to raise any objection in law with regard to the late notification of defect(s).

Processing orders: Agreed processing costs will be paid by us to the Processor for only those items which are serviceable and which conform with our order and design specifications. In carrying out our respective order the Processor shall use only those (raw) materials exclusively provided by us. Where any material other than that provided by us is used and for whatever reason the Processor will be liable for any consequent loss or damage to us. The material costs of any sub-standard parts (rejected as a result to improper processing/handling by the Processor) will be borne by the Processor.

Notwithstanding rules made elsewhere which might differ, we reserve the right to table a notice of defect(s) within one year of delivery of the goods or alternatively to send back items which are not in conformity with the contract. Our right to claim with respect to cancellation, price reduction, damages, or rectification of the deficiency will expire one year after the date of delivery.

With the exclusion of circumstances caused by our negligence to whatever degree, we reserve the right to postpone acceptance of the goods in the event of circumstances beyond our control whether by strike, lock-out, shipping delays, incidents occasioned by Force Majeure or any other unforeseeable event. Under these circumstances the Seller cannot claim damages nor expect payment for goods earmarked for delivery.

Payment will be made within 30 days of the date of receipt of the goods and the invoice, with the proviso that the 30 day period will start only after all essential elements of the relevant delivery, such as f.e. certificates of material tests, have been made available to us. Cession to third parties of claims against us is excluded with the exception only of assignments resulting from a reservation of ownership by a former proprietor or manufacturer of the goods or components

Additional costs arising after the signing of the contract which result from the introduction or increase of public rates and taxes, freight rates, administrative fees for documents, value added tax, customs rates etc. will be borne by the Seller.

Following execution of our order, any samples and drawings should be returned to us without further request. This applies also to any models, moulds, die blocks, cutting and punching tools etc. All such items should be handled in strict confidence and may only be used for the execution of our order.

Drawings and other technical documents relating to our order may not be copied or published. The Seller accepts responsibility for denying access by any third party to parts made in accordance with our drawings and/or design or manufacturing aids mentioned above, nor may such parts be sold or otherwise be made available to third parties.

Agreed delivery times are binding on the Seller; this condition being an essential component of the order. Should the delivery time prove to be insufficient it is the responsibility of the Seller to inform us of the revised delivery date in the absence of which we will assume that delivery times requested by us have been accepted by the Seller.

We are not obliged to accept partial deliveries unless expressly so agreed in which case we reserve the right to determine their sequence of delivery. The acceptance and use by us of partial deliveries shall not imply our acceptance of contractual conformity of the delivery as a whole. In case of early delivery the goods will be stored at the risk and cost of the Seller.

The Seller of an item or of a product resold or otherwise used by us remains liable for any damage resulting from claims made against us arising from violation by the furnisher of the regulations governing commercial liability (product liability).

We are entitled to use and process any data made known to us through business relations or in their context regardless of whether stemming from the Seller or from third parties in accordance to the Federal data protection laws.

If parts of these conditions become invalid, all other conditions remain valid and the entire validity of the conditions will not be affected.

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PROFEX INTERNATIONAL