

Terms and conditions of delivery and payment MIPP GmbH und MIPP SK

I. APPLICABILITY

The type and scope of delivery are specified in the order confirmation. The following terms of delivery and payment shall apply to each delivery to be carried out by the supplier.

Oral collateral agreements shall only become legally effective if confirmed in writing by the supplier.

II. PAYMENT

1. 40% of the calculated mould costs for tools (moulds) are included in the order; 50% after receipt of the outturn samples and 10% after release of the parts from the customer net without discount deduction.

2. FOR FINISHED GOODS

1) The Supplier shall grant a discount only after prior agreement. The discount is granted on the delivery price excluding incidental costs.

b) Within 30 days from the date of invoice, the delivery price including the additional costs to be paid without deduction. If the term is exceeded, default interest of 4% above the respective discount rate of the Bundesbank will be charged.

3. Prices are ex works excluding freight, customs and packaging. Packaging is charged at cost price. If boxes or reusable packaging are returned carriage paid, two thirds of the invoiced value will be CRAFT.

4. All payments are to be made in EURO (€). Bills of exchange and cheques are not accepted on account of payment.

5. For deliveries to foreign countries, the statutory provisions and the corresponding agreement shall apply.

6. The delivered goods remain the property of the supplier until all claims arising from the business relationship between the supplier and the purchaser have been paid in full.

The inclusion of individual receivables in a current account, as well as the drawing of the balance and its recognition, shall not affect the retention of title. Payment is deemed to have been received by the supplier.

The customer is entitled to resell the reserved goods in the normal course of business; however, he is not permitted to pledge them or transfer ownership by way of security. The purchaser is obliged to secure the rights of the conditional seller in the event of resale of conditional goods on credit.

The Purchaser shall inform the Supplier immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned in advance, handing over the documents necessary for an intervention.

The supplier undertakes to release the securities to which he is entitled according to the above provisions at his discretion at the request of the customer to the extent that their value exceeds the claims to be secured by 20%.

7. If there is a significant deterioration in the financial circumstances of the purchaser or if such deterioration becomes known subsequently, the supplier is entitled to change the terms of payment accordingly.

III. MOULDS

1. Pressing, injection moulding or other moulds made by the supplier himself or on his behalf by a third party are in principle his property in view of the design performance of the supplier, but are used exclusively for orders of the customer. Any other use requires an express agreement between the supplier and the customer.

If for any reason a mould produced by us for the customer does not result in a production of 40 times the value of the calculated mould costs, we are entitled to charge the difference to the full mould costs (tool costs) or to claim a partial loss of sales and profits.

2. The supplier shall carefully store and maintain the moulds for repeat orders. He is not liable for damage that occurs despite proper handling.

It shall bear only those maintenance costs arising from normal mould wear and tear. His storage obligation expires if no further orders are received from the customer within 2 years after the last delivery.

3. The supplier is not obliged to accept follow-up orders and is not bound to the prices agreed in the first or a previous order.

4. In the event that the customer does not pay for the goods delivered to him or does not pay on time, the supplier may pass on the forms intended for this order as desired.

5. The above conditions on moulds shall apply if the moulds are supplier's moulds for generally customary and usable articles.

IV. INDUSTRIAL PROPERTY RIGHTS

1. If the supplier has to deliver objects according to drawings, models or samples which are handed over to him by the customer, the customer warrants to the supplier that the production and delivery of the objects do not infringe the property rights of third parties.

2. In so far as the supplier has been informed by a third party, with reference to an industrial property right belonging to him, of the manufacture and use of the goods. Delivery of objects which are made according to drawings, models and samples of the customer is forbidden - without being obliged to check the legal situation - to the exclusion of all claims for damages of the customer he is entitled to stop the production and delivery and to demand reimbursement of the expenses incurred,

3. The purchaser undertakes to immediately indemnify the supplier from claims for damages of third parties. For all direct and indirect damages arising from the infringement and assertion of any industrial property rights at all.

The Purchaser shall pay an appropriate advance at the instigation of the Supplier.

4. Samples or drawings sent in will only be returned on request.

If an order is not placed, the supplier is permitted to destroy samples and drawings 3 months after submission of the offer.

V. REINFORCEMENT PARTS

1. If reinforcement points, e.g. metal parts to be press-fitted or injected, are used. delivered by the purchaser, then he is obliged to deliver them free works of the supplier. with a surcharge of 5 -10%, as agreed, for any scrap, in good time, in perfect condition and in such quantities that the supplier is able to process the goods without interruption.

2. In case of late or untimely delivery of reinforcing parts, the customer is obliged to reimburse any additional costs incurred as a result.

In such cases, the supplier reserves the right to interrupt production and resume production at a later date.

VI. DELIVERY PERIOD

1. The delivery period begins after receipt of all documents required for the execution of the order and the agreed down payments and the agreed down payments.

If the customer has to deliver reinforcing parts, the period does not begin before their receipt.

2. As a rule, the delivery period stated in the offer can be met if the order is placed immediately; it will only be determined exactly when the order is received, but in all cases it is only to be regarded as non-binding and approximate.

Without the customer's instructions, the route and type of dispatch will be chosen at the best discretion.

3. Partial deliveries are permissible.

4. The supplier reserves the right to make the delivery up to 10% above or below the ordered quantities.

5. Orders on call are to be called off by the customer at the latest one year after the order date, otherwise they can be delivered and invoiced by the supplier.

6. Force majeure releases the supplier from performance of the contract for the duration of the hindrance; if it lasts more than six months, the supplier may withdraw from the contract.

7. Accidents and all other causes which cause a partial or complete stoppage of work, such as lack of material, lack of operating materials, transport difficulties, difficulties in the energy supply, operational disturbances in the own company or in the company of the supplier shall also be considered force majeure.

8. If the Supplier has not withdrawn from the contract in accordance with paragraph VI.5, the Purchaser shall remain obliged to accept the goods despite delayed delivery.

9. If the Purchaser does not fully accept a firm order, the Supplier shall be entitled to charge a minimum quantity surcharge.

VII. TRANSFER OF RISK

1. the risk shall pass to the purchaser at the latest upon leaving the supplier's works, even in the case of carriage paid delivery. If dispatch is delayed due to the customer's conduct, the risk shall pass to the customer upon notification of readiness for dispatch.

2. breakage of the delivered goods does not entitle the customer to rescission or reduction. The packaging will be carried out with the utmost care. At the written request of the customer, the goods will be insured against breakage, transport and fire damage at the customer's expense.

VIII. LIABILITY FOR DEFECTS OF DELIVERY

1. average outturn samples, which the supplier has submitted to the customer for inspection, shall be decisive for the quality and design of pressed and injected goods.

2. The customer shall bear sole responsibility for the correct design of pressed and injection-moulded parts as well as for their practical suitability, even if the supplier advised him during development.

3. Notices of defects must be sent immediately and at the latest within 10 days after receipt of the delivery at the place of destination. They do not change the agreed terms of payment.

If a notice of defects proves to be justified, the supplier shall provide a replacement free of charge. Further claims of the customer are excluded. Any goods replaced become the property of the supplier and must be returned to him on request and at his expense.

IX. PLACE OF JURISDICTION / FINAL REMARKS

1. The place of performance for all obligations arising from this contract is the registered office of the supplier's company.

The place of jurisdiction for both parties is Karlsruhe Local Court.

2. By placing an order, the customer accepts these terms of delivery and payment as sole authoritative.

3. In the case of subsequent orders, the reference of the supplier to these conditions shall suffice in order to make them solely authoritative for the subsequent order.

4. Our earlier terms of delivery and payment hereby lose their legal validity.