

Terms and conditions of sale and delivery WWS Technische Keramik GmbH

1. General conditions

1.1 The following terms and conditions apply exclusively for business transactions between WWS and the customer. Any deviating purchase conditions of the customer shall not form part of the contract even if an order has been confirmed. Unless otherwise agreed, a contract is entered upon a written confirmation of an order on our part. The customer will be notified promptly if an order is rejected by the supplier.

1.2 Orders are only considered accepted if they are confirmed in writing after clarification of all details.

1.3 Any offer of stock goods is subject to prior sale.

1.4 Unless products are sold according to weight, details about product weight and measurements and packaging weight and size are approximate only and shall not be guaranteed.

2. Call orders

2.1 If call orders have been placed, the acceptance period for delivery shall be within 12 months from the day of order confirmation unless agreed otherwise in writing.

2.2 At the end of the delivery term the residual stocks may be delivered.

2.3 In the event of call orders without any agreement on terms, manufacturing lot sizes and/or delivery dates, WWS shall be entitled to request a binding scheme no later than three months after order confirmation.

3. Prices, payment conditions

3.1 Our prices are quoted in Euro and “ex works” and are subject to VAT, packaging, freight, dispatch and transport insurance applicable at the time of invoicing; all items shall be invoiced separately.

3.2 Price increases are permitted if the time between order confirmation and delivery exceeds 4 months. In the event that prices of wages, material and market costs increase, we reserve the right to adjust our prices accordingly on the day of delivery.

3.3 Unless agreed upon otherwise:

a) The proportional costs of tools and moulds or mechanical devices are due without deductions at the time of the service rendered. If the share of tools exceeds EUR 2.000,- payment of 50% is due immediately with order confirmation, 30% with sample delivery and 20% after the customer's final approval.

b) Payment is due with delivery or no later than with receipt of invoice. Our minimum order value is EUR 100,-. If a discount has been granted it applies only if no other due invoices are outstanding.

3.4 The day of receipt of payment is considered to be the day on which the amount is at WWS's disposal.

3.5 Please always submit the respective invoice number with each payment. Any banking charges must be paid by the receiver of the invoice. Bank charges at our expense will be claimed back. For payment please use a SEPA-bank transaction which is free of charge for both parties.

3.6 In the event of late or no payment WWS reserves the right to withhold all deliveries and services.

4. Delivery conditions

4.1 Delivery dates shall only be guaranteed if they have been explicitly confirmed by us in our order confirmation. The delivery deadline begins with the confirmation of order.

4.2 Our compliance with delivery dates requires the full clarification of all technical issues and payments or if other obligations of the purchaser have been made and are fulfilled in due time. If this is not the case the delivery date shall be extended thereof accordingly. Delivery dates shall be extended by any modifications in design, material and/or structure of the product requested by the customer. They shall resume as soon as the final approval has been given.

4.3 Partial deliveries shall be admissible provided that they do not result in any disadvantages in terms of use.

4.4 A 10% increase or decrease in quantities shall be admissible. The minimum purchasing quantity is one full packaging unit.

4.5 The delivery period shall be extended in the event of force majeure, strike, raw material shortage etc. for the period of hindrance.

4.6 In all cases of delayed delivery, even after expiration of a delivery deadline given to the supplier, claims for damages by the customer due to delivery delays as well as claims for damages in lieu of performance are excluded. This does not apply where there is mandatory liability in cases of criminal intent, gross negligence or on account of injury to life, body or health; a change in the burden of proof to the disadvantage of the customer is not connected to this. The customer can only withdraw from the contract within the framework of the legal provisions if the supplier is responsible for the delay in delivery.

4.7 If dispatch or delivery is delayed at the customer's request by more than one month after notification of readiness for shipment, the customer shall be charged storage fees for each commencing month amounting to 1% of the purchase price.

4.8 We reserve the right to use our own forwarding company at our discretion. For special requests and customer specific deviations to our transport conditions we shall charge an additional admin fee of EUR 25,00 per transit declaration.

5. Construction, tools, drawings, documents

5.1 Any proposals, drawings and other documents provided by WWS to the supplier remain the property of WWS and must not be made accessible or shared with third parties without our prior written consent.

WWS reserves the exclusive right of the free usage of drawings, tools and equipment. The customer is liable for the legality to use drawings, designs and models etc. supplied to WWS.

5.2 When invoicing tools, moulds, engravings, mechanical devices etc., the customer will be charged proportionate labour and material costs. These invoices are therefore due for payment immediately without deduction (please see 3.3 a).

5.3 The tools etc. charged to the customer become his property, but remain in our possession for the protection of the construction. They shall not be handed over to the customer even in the event of a notice of defect or regardless of whether deliveries from them take place or not.

5.4 If no further orders are placed within 5 years of the last usage of the tools etc. WWS shall be entitled to destroy them.

6. Transfer of risk, packaging

6.1 On leaving the factory for “ex works” deliveries the risk passes to the customer. If the readiness for shipment is communicated to the customer and shipment does not take place promptly for reasons attributed to the customer or the customer is in default of acceptance for any other reasons, the risk passes to the customer.

6.2 Insurance against breakage, theft etc. shall only be taken out at the customer's request and at his expense.

6.3 Unless otherwise agreed upon, packaging incl. pallets is at our discretion. Packaging and box wear and tear will be charged separately at cost price. For postal items explicitly requested by the customer or more appropriate for smaller orders, postage and packaging costs necessary for postal dispatch will be charged.

7. Complaints, and warranty, compensation

7.1 The customer must inspect the goods promptly on delivery and immediately notify the supplier in writing if a defect is found. According to the law, short shipment or delivery of a different article than the one ordered shall also be considered a defect.

7.2 If the customer neglects to carry out the immediate inspection and reprimand, the goods are considered accepted. § 377 Commercial Code (HGB) otherwise applies.

7.3 Entitlement to claim compensation for damages and defects expires after 12 months. The period of limitation starts with the transfer of the risk of the delivered item.

7.4 Defect claims are not deemed to be permissible for minor deviations from the agreed properties or for only minor impairment of use. Furthermore no warranty shall be accepted in the following cases: unsuitable or improper use, incorrect assembly and commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, defective construction work and for defects arising through chemical, electrochemical or electrical influences. Additionally compensation shall not be claimed if the customer or third parties carry out improper modifications or maintenance work and/or for any resulting consequences therefrom.

7.5 Deviations in measurements are unavoidable during manufacture. The tolerance ranges therefore remain reserved according to the respective state of technologies (DIN 40680 middle). Any dimensional tolerances deviating from this shall be agreed upon separately.

7.6 The customer shall withdraw from a contract if subsequent deliveries fail.

7.7 Demands by the customer for expenses necessary for the purpose of subsequent performance, in particular costs for transportation, travel, wages and material are excluded, if the costs increase because the order has been delivered to a place other than the customer's branch, unless the transfer corresponds to its use in accordance with the terms.

7.8 Any claims for damages and reimbursement of expenses by the customer irrespective of their legal grounds, especially breach of duties under the obligation and due to tortious action, are excluded. This also applies to damages arising from actions of the supplier's agents or subcontractors.

7.9 The buyer is only entitled to legally withdraw due to a breach of duty by the seller excluding a defect of the purchased goods if the seller is at fault and it is unreasonable for the buyer to adhere to the contract.

8. Miscellaneous

8.1 Unless agreed upon otherwise the registered office of WWS shall be the place of performance.

8.2 The present terms and conditions shall be exclusively governed by German law excluding the UN sales convention (CISG).

8.3 Should a provision of these terms and conditions or part of such a provision be or become invalid, the remaining provisions and/or the remaining part of the provision shall remain valid.

8.4 The contractual language shall be German. The German language shall take priority over any other language that may be used.

8.5 WWS reserves the right to change the terms and conditions of sale and delivery without prior notice. For existing contracts the terms and conditions at the time of conclusion of the contract shall remain valid.