

STANDARD CONDITIONS OF SALE AND DELIVERY

1. CONTRACT

Contracts and Agreements only become valid through our written acknowledgement.

2. PRICE

Our prices are ex works unless specifically stated otherwise. If the price is excluding packing, packing will be charged at cost and will not be taken back. Our prices are firm for a period of 90 days after the date of quotation. Once an order has been acknowledged the price remains firm for the duration of the order unless force majeure has been declared in which case we reserve the right to renegotiate our prices.

3. DELIVERY

The delivery period begins after clarification of all technical and commercial queries. They are so calculated that they can be kept with the greatest of possibility, given a smooth flow of the manufacturing process. A disturbance in the manufacturing process in our works or those of our suppliers, such as unavailability of raw material and energies, strikes, lock-outs and other "force majeure" will delay delivery in accordance with the length of the disturbance. Compensation cannot be considered for delays.

4. INSPECTION

The goods are inspected before shipping in accordance with our standard procedures (pressure and functions testing). Other tests and inspection by the customer or his representative can be carried out by prior agreement.

5. GUARANTEE

The goods are guaranteed against defects in workmanship for a period of 12 months after delivery. All defects must be made known to us without delay. Essential to the warranty is that all design and operating parameters are made known to SchuF at the time of order and the goods are not altered in any way after delivery without SchuF written permission. Defective parts will be replaced free of charge. No other warranty can be considered. In particular SchuF declines to accept any other responsibilities for direct or indirect damages.

6. SPECIAL GOODS

SchuF accepts orders for special goods not included in regular stock with the distinct understanding that they are not subject to cancellation without incurring costs after work has been started on such orders.

7. SHIPMENT

Shipment is always at the receiver's risk even when free on site delivery has been agreed upon. If no instructions are given, the mode of transport and freight agent is chosen by us by our best efforts without guarantee of the cheapest possible mode.

8. CONDITIONS OF PAYMENT

Unless otherwise agreed, payment is requested as net, 30 days after date of invoice. Delays in payment will incur an interest charge. The interest rate is fixed at 1% per month. For orders totalling more than EUR 100.000,- a downpayment of 30% will be requested, payable on receipt of our order acknowledgement.

9. TAXES

Any tax, including among others Sales, Use & Excise Taxes, imposed by any present or future law on the sale or use of articles covered hereby; and also, any tax levied on the privilege of making such sales or doing the business involved in this transaction, shall be added to the amount to be paid hereunder.

10. OWNERSHIP

The goods remain our property until they are fully paid up.

11. DISPUTES

Disputes shall be interpreted according to the laws of the Federal Republic of Germany and will be settled before the courts in Königstein im Taunus, Germany.

12. GENERAL CONDITIONS

Performance and deliveries under all contracts are contingent upon government regulations and rulings for priorities and other restrictions now or hereafter imposed upon the vendor and/or the vendee. SchuF shall not be liable for delays caused by strikes, delays of carriers, accidents or other causes beyond its control.

Seller hereby gives written assurance with respect to the production of articles and/or the amended and the regulations therewith. The seller believes that goods manufactured by others and sold and delivered by Seller have been similarly produced. We certify that to the best of our knowledge, information and believe the prices herein do not exceed any maximum price permissible under any prevailing and applicable law or regulation.