

General Terms and Conditions of Supplies, Services and Payments

1. Validity

The following conditions apply to all sales. These conditions override all purchase order conditions of the customer unless a written agreement is obtained from WTW.

2. Limits of Supplier's Obligation

Our legal obligation is based solely on our written acknowledgment of order and on no other document. We reserve the right to make technical changes during the period of delivery; this will however not reduce the performance of the equipment supplied.

The technical documentation included with our offer – such as illustrations, drawings, indication of weight – will only be binding where expressly stated. Cost estimates, technical literature, drawings and other details are our property and may not be made available to a third party.

3. Price

The agreed price is subject to contract. Prices are ex works Weilheim i. OB., normal packing included. Transit packaging, freight, handling, delivery charges and all local taxes are charged to the purchaser's account.

The agreed prices are linked to type and quantity of product and may therefore change if the purchaser wishes to amend his order. The equipment will be insured for transit only at the specific request of the purchaser, with corresponding costs being charged to the purchaser's account. We exclude liability for selection of the most favourable method or cost of transportation.

In the event of cost increases for material and manufacturing during the time between order and delivery, we reserve the right to increase the sales price proportionately.

4. Minimum Order Value

The net order value should not be less than € 50.00, otherwise we do have to charge handling costs of € 15.00.

5. Terms of Payment

Payment shall be made free paying office of supplier in Weilheim i. OB., Germany, according to the payment conditions stated in the offer and/or order acknowledgment.

In the event of a delay in payment on the part of the purchaser, we reserve the right to charge interest on arrears to the amount of 2% above the current discount rate of the Deutsche Bundesbank (German Central Bank). The purchaser may only claim a right of retention within the framework of the same contract. Counterclaims may only be offset by the purchaser if these claims have been accepted and finally decided.

6. Period of Delivery

All delivery times in our offers are approximate and not legally binding. The period of delivery is stated on the order acknowledgment and starts with the date of order acknowledgment, unless agreed otherwise, but not before the order has been finally clarified in writing. Delivery is subject to receipt of all relevant documents, full compliance with the terms of payment and other relevant duties.

The period of delivery may be extended due to unforeseen events such as war, riots, strike or late delivery by our own suppliers. Claims for indemnity against late or delayed delivery are excluded in all circumstances.

If our delivery is delayed because of slight negligence on our part, the purchaser is only entitled either to withdraw from the contract after stipulating a reasonable period within which delivery must take place, or to demand damages consisting of 0.5 % of the contract amount per week, but altogether no more than 5 % of the contract amount.

The rights of the purchaser to withdraw from the contract or claim damages up to a maximum of 5 % of the contract amount are likewise restricted, if we are totally or partially unable to effect delivery and if we are only responsible for slight negligence on our part.

If shipment or delivery are delayed at the request of the purchaser, storage costs of 0.5 % of the invoiced amount per month will be charged to the purchaser's account, commencing one month from the date of notification that the goods are ready for shipment. Such charges shall be limited to a total of 5 % unless proof of higher costs is furnished.

7. Transit Liability

Delivery is at the purchaser's risk. The risk shall pass to the purchaser as soon as the goods have left the factory. (Transportation insurance – see sect. 3 para 2.)

8. Notice of Defects

The purchaser is obliged to examine the delivery item immediately upon receipt and to report to us in writing any apparent defects or other complaints with respect to incomplete or incorrect delivery at the latest within 10 working days after receipt of goods. Defects or shortcomings that are not apparent must be reported to us in writing within 10 days after discovery. If the purchaser neglects this obligation, he will forfeit all rights to warranty claims.

9. Warranty

Unless agreed otherwise, we warrant the perfect functioning of the measuring instruments supplied by us for a period according to the actual laws. This warranty does not cover defects due to fair wear and tear, improper use/treatment or changes/repairs of the delivery item carried out by the purchaser or a third party.

Ensuring compliance with the relevant design and safety standards (VDE, TÜV, occupational association, etc.) within the framework of the application of the items supplied by us is solely the responsibility of the purchaser.

If the item supplied by us proves to be defective or unable to function as assured, we are obliged to either supply a replacement within a reasonable period or rectify the fault. If the replacement delivery or the rectification are not satisfactory, the purchaser can choose to demand cancellation of the contract or a reduction in price.

If the delivery item does not possess the qualities assured, the purchaser may also demand damages due to non-fulfillment instead of contract cancellation or price reduction. However, compensation for consequential damage caused by a defect, such as loss of production or damage to machines in particular, is excluded, unless the assurance was specifically given to offer protection against such consequential damage caused by a defect as has occurred or unless we are responsible because of intent or gross negligence.

Freight charges for replacement parts are paid by the purchaser.

10. Guaranty

As far as WTW take over a guaranty for their products in the price list and/or in the order confirmation the following provisions shall apply:

Provided the customer's purchase invoice is submitted to WTW, WTW shall warrant that the functionality of the product during the guaranty period will not be affected or excluded by manufacturing defects. The guaranty period starts from the date of invoice.

In the event of abnormal handling or improper use or not allowed opening of the product any guaranty claim will be precluded. Excluded from the guaranty shall be tear and wear material as well as such components as are usually replaced in the course of regular maintenance (e.g. batteries).

In case of guaranty WTW will within short term restore the functionality of the affected product at their own expense and at their sole discretion either by repair of the item or delivery of a spare part. The concerned product shall be returned at customer's expense.

WTW under this guaranty does not assume any further liabilities (esp. no damage compensation.) especially to pay,

WTW's warranty and liability for any deficiencies of their products under these general terms and conditions as well as under the applicable provisions by law shall not be affected by this guaranty.

11. Reservation of Ownership

The delivery item remains our property until all outstanding accounts arising from the business connection with the purchaser have been settled (in the case of payment by bill of exchange or cheque: until complete redemption/ collection and payment of all incidental charges). This also applies when individual or all receivables have been transferred to current accounts and the balance has been drawn up and accepted.

The goods under reservation of ownership may not be resold by the purchaser nor is he permitted to dispose of these goods in any other way without our prior consent.

If our retention of title lapses because of resale or further processing, the purchaser at the present time already relinquishes to us all corresponding rights, claims and receivables due to him.

The purchaser has a duty to notify us immediately if the goods under reservation of ownership are seized by a third party. Possible costs of intervention shall be borne by the purchaser.

In the event of the purchaser's default in payment, we are entitled to take back the goods under reservation of ownership after previous dunning notice, while the purchaser is obliged to hand over these goods. In such a case we can sell the goods in the open market and set off the proceeds against the purchaser's outstanding accounts with us.

12. Place of Fulfillment and Jurisdiction

In trade and commerce, Weilheim i. OB., Germany, is agreed as place of fulfillment for deliveries, performances and payments. Furthermore, Weilheim is also agreed as place of jurisdiction in trade and commerce. However, in the case of proceedings on our part against the purchaser we can also bring an action at the purchaser's place of business; in the case of proceedings involving bills of exchange this is also possible at the place of payment of the bill of exchange.

The legal relations between us and the purchaser are regulated exclusively by the substantive law of the Federal Republic of Germany.

Any partial nullity of the above stipulations does not entail total nullity.

13. General

All conditions not covered by this document shall be as generally accepted by the Electrotechnical Industry.