



**TERMS OF SALE AND DELIVERY OF FREBEL+OBSTFELD GMBH, VERSION: NOVEMBER 2014**

Paragraphs 1.-14. apply to commercial transactions with our customers who are not consumers as defined by § 13 BGB (German Civil Code) and are based in Germany. If this is applicable, please refer to our German terms and conditions. For customers who are based in a foreign country, merely the following paragraph 15 applies:

**15. CUSTOMERS WHO ARE BASED OUTSIDE OF THE FEDERAL REPUBLIC OF GERMANY**

For commercial transactions with customers who are based outside of the Federal Republic of Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) apply, insofar it is not modified or amended by the following provisions. Foreign terms and conditions do not apply.

15.1. Our quotes are binding, if not explicitly indicated as subject to change.

15.2. The delivery is carried out EXW according to Incoterms 2010.

**15.3. EXECUTION IN CASE OF ORDER ACCORDING TO SAMPLES AND/OR BLUEPRINT**

- 15.3.1. If the parts are ordered merely according to samples, we take the samples' measures and use them as basis for our production. In this case, the free tolerances according to DIN/ISO 2768-mk apply. If the customer makes additional demands on the product, he needs to provide us with a dimensioned article blueprint with tolerance indication.
- 15.3.2. Insofar as the blueprint does not include specific indicated dimensions, the execution of the article is based on free tolerances according to DIN/ISO 2768-mk. Provided that there is no index regarding the tapping side such as f.e. "plane" or "burr free", cutoff bunches according to DIN 6785 may remain.
- 15.3.3. As far as "burr-free" is not explicitly mentioned, burr formations up until the size of the respective dimensional tolerance are admissible, even if limiting dimensions are exceeded thereby.
- 15.3.4. Insofar as it is not explicitly demanded otherwise, semi-finished products according to the respective DIN/EN-standards are utilized.
- 15.4. The proprietorship of the contract goods does not cross over to the purchaser until the payment is made in full.
- 15.5. If not agreed upon otherwise, payments have to be made in Euro (€). If the purchaser has not made his payment until the due date, he is obligated to pay interest of 8 % above the current base rate of the European Central Bank (ECB).
- 15.6. The delivered goods need to be inspected immediately. The objection of infringement of contract of the goods needs to be imposed without delay. In either case, the term of exclusion of six months after the receipt of the goods applies to the objection of the infringement of contract even in case of hidden defects. Notifications of defect require the unedited, nonprocessed and unblended as-delivered condition of the goods.
- 15.7. All claims of the purchaser concerning an infringement of contract of the goods become time-barred after 12 months, starting with the date of the objection in due time according to paragraph 15.6.
- 15.8. If the goods are not as agreed upon, deviating from paragraph 46 of the convention we reserve the right to deliver replacements instead of rectifying the defects. In this case, the purchaser must place the contract-breaching goods at our disposal at our expense. Our assumption of cost for unauthorized sorting, rework or covering purchase is excluded, irrespective of the urgency of the delivery situation.



- 15.9. We only have to provide compensation for infringement of contract of the goods if we are liable. The indemnification claim based on its level is limited to € 25.000,00.
- 15.10. The ineffectiveness of individual clauses does not affect the validity of the contract incidentally.
- 15.11. The court of jurisdiction is the place of business of the seller. However, we reserve the right to sue the purchaser at his general court of jurisdiction.