

Kaiser Maschinenbau + Zerspanungstechnik GmbH & Co KG

Delivery and payment conditions for contract work

General

On acceptance of the order by us, the following conditions apply exclusively for our deliveries and services, even if we do not expressly refer to them in the case of subsequent orders. Varying conditions of the customer do not apply to us, even if we have been notified of such conditions in an order or an order confirmation accompanying the order. Such varying conditions are hereby expressly rejected. Subsidiary verbal agreements require written confirmation in order to be valid.

Quotations

Our quotations are given without commitment and are non-binding. The order only becomes binding for both parties on receipt of our written order confirmation. Subsidiary verbal agreements and amendments require written confirmation by an authorised signatory of our company in order to be valid.

Extent of delivery and service obligation

The extent of delivery and service is specified exclusively by our written order confirmation, or if such is not issued, the written order of the purchaser. Further agreements in addition to the order confirmation are only valid if confirmed by us in writing.

Orders

In the case of orders placed by telephone, the risk of communications errors must be borne by the customer. The same applies for the consequences of insufficient call-off.

Acceptance and transfer of risk

Our deliveries are basically made “ex-works” at the risk of the purchaser, including in cases where our deliveries are made carriage-paid. In the event of delayed delivery, the purchaser bears the risk following receipt of notification that the goods are ready for delivery.

Returns must be made “carriage-paid”.

Deliveries will only be insured against theft, fire, transport and water damage at the express request of the customer and on corresponding written confirmation by us, and at the cost of the customer. The goods must be received and accepted immediately by the customer or his authorised agent.

Liability and guarantee

Assurances of particular properties of the delivery or service require the written form in order to be valid.

In the case of faults in our delivery or service, and to the exclusion of all other guarantee claims, where allowed by law, the guarantee applies only to the extent that the customer may require either rectification or delivery of replacement goods.

Contract work

1. *The customer must provide the material and the necessary technical documentation in good time and at his own cost.*

Palettes and wire mesh crates will not be replaced on delivery. These will only be returned to the customer on completion of the order.

2. *The material must be free of faults and conform to the specified values and properties. If processing has been agreed, the material must have the normal processing additives.*
3. *Additional costs and damage caused due to the fact that the material does not comply with the requirements specified under Item 2 (e.g. porosity, brittleness, hardness or other characteristics rendering the work more difficult) will be charged additionally.*

The customer bears the responsibility for the assured material properties and quality. Additional costs and damage caused due to the fact that the material does not comply with the assured properties and quality must be borne by the customer.

If parts become unusable during the contract work for reasons which are not our responsibility, we must be reimbursed for the costs incurred.

4. *All waste, such as off-cuts, drill cores, swarf etc. remains with us and become our property. Its value is taken into account in the price.*
5. *Our prices apply for deliveries ex-works, plus VAT at the prevailing rate, and exclusive of packaging and insurance. The parts to be processed must be supplied free of charge.*

Our prices are based on current cost circumstances. If this cost basis changes at the time of production, we reserve the right to amend our prices accordingly.

6. *Since the work in question is contract work, the invoice amount is due for payment immediately on receipt of the invoice, and without deduction. Reconciliation with counter-claims is not allowed.*
7. *For the performance of contract work, we can assume only the risk of the work to be provided. Faulty work caused by us during contract processing will not be charged.*

All other claims, in particular for compensation for damages and replacement of material, on whatever legal grounds, are excluded.

Our prices do not include the risk of rejects.

Complaints are only valid if lodged within 14 days following delivery.

Reservation of ownership

The delivered goods remain our property until full payment of all present and future claims arising from the business relationship with the customer, irrespective of their legal grounds. This also applies to partial processing of parts supplied.

In the event of processing of products or their mixture or combination with other products, we acquire joint ownership of the resulting goods, which is hereby transferred to us by the customer.

Delivery time

Specified delivery times/dates are only approximate, and are non-binding. An essential requirement for this is that the customer provides the material, drawings and any other required accessories in good time. Claims by the customer on the grounds of force majeure, such as power failure, strikes, serious interruption of operations etc., are excluded

Place of fulfilment and jurisdiction

Place of fulfilment for our delivery is our works. Place of jurisdiction, where legally permitted, is Winsen/L.

We may also bring an action against the customer at his place of jurisdiction. All legal relationships between us and the customer are subject to the law of the Federal Republic of Germany.