

## Terms and conditions of sale, delivery and payment **ISOWA GmbH, Hommeswiese 90, D-57258 Freudenberg**

### Scope of application

The execution of all orders placed with us is carried out exclusively on the basis of these terms and conditions in combination with the details in the order confirmation. Any conflicting terms and conditions of the buyer's which we have not expressly recognised in writing are not binding for us, even if we do not explicitly contradict them.

Unless otherwise stipulated in these terms and conditions, the statutory regulations shall apply, in particular if one of the following conditions should become invalid.

### Tenders and Order Confirmations

All offers are non-binding. Orders shall only be rendered binding by our order confirmation. Any modifications or additions must be made in writing. The same shall also apply to any amendment of the written-form clause itself.

### Delivery and acceptance

Delivery times are always non-binding and begin with the receipt of all documents required for order execution, the deposit and the punctual order of materials, insofar as this was agreed. Delivery time is deemed met, once notification of readiness for delivery has been sent, even if actual shipment is rendered impossible or delayed through no fault of the Supplier.

Should an agreed delivery time not be met, the Customer is entitled to withdraw from the contract after a four week period of grace has elapsed. Deliveries made before the agreed delivery time has elapsed as well as partial deliveries are permissible, as are reasonable deviations of up to + / - 10% from the quantities ordered.

If acceptance of a delivery is not made on time due to the fault of the Customer, we are entitled at our own discretion to withdraw from the contract after setting an appropriate period of grace or to claim compensation for non-performance.

In the event of acts of god or other unforeseeable circumstances, we are entitled to delay delivery for the duration of the circumstances in question or to withdraw from the contract partially or totally, under the exclusion of any compensation claims by the Customer.

### Packaging, Shipment, Transfer of Risk

Unless otherwise agreed, the Supplier shall select the packaging, shipping mode and delivery route at his own discretion. All deliveries are ex-works; the transport risk is always carried by the Customer, even if the delivery is carriage paid.

### Moulds and Tools

Unless explicitly otherwise agreed, the Supplier remains the owner of the moulds and tools manufactured for the Customer by the Supplier himself or by a third party. The obligation of the Supplier to store the moulds expires one year after the final delivery of parts, without any prior notification from the Customer being required.

### Dimensional tolerances acc. to DIN 7715 class P3

Dimensions in mm		Class P3 Deviation in mm
over	0 bis 4	± 0,4
	4 bis 6,3	± 0,5
	6,3 bis 10	± 0,6
	10 bis 25	± 0,8
	25 bis 40	± 1,0
	40 bis 63	± 1,5
	63 bis 100	± 2,0
	100 bis 160	± 2,5
	160 bis 250	± 3,0
	250 bis 400	± 5,0
	400	± 1,5 %

### **Liability for Defects**

Decisive for defining quality and design of the products are the samples provided on request to the Customer by the Supplier. The guarantee of certain characteristics in the items delivered and of the performance of moulds or tools must be documented in writing in the confirmation of order. The reference to technical standards serves only as a description of the service provided. The guarantee here does not cover the risk of subsequent damage, insofar as no wilful wrongdoing or gross negligent behaviour on the part of the Supplier can be proven. Differences in cell structure and colour are customary and unavoidable in cellular rubber materials.

Notices of defects are to be made in writing immediately or at the latest 2 weeks after receipt of delivery. Legal provisions regarding the period of limitation shall remain unaffected. In the case of a substantiated notice of defects – for which the samples approved by the Customer are decisive for defining quality and design – the Supplier is, at his own discretion, obliged to either rectify the defect or provide a replacement delivery free of charge. Should he fail to meet these obligations within a reasonable period of time, the Customer is entitled to claim for reduction and conversion. Any further claims, in particular those for consequential damage due to defects, for whatever legal reason, are excluded. This restriction does not apply in the event of violation of absolute rights, for which, in the event of intentional or gross negligence, liability remains unaffected. Replaced parts are to be returned to the Supplier at his request and cost. Credit notes can only be offset against further deliveries of goods.

### **Payment Terms**

Unless otherwise agreed, the following payment terms apply:

10 days after invoice date with 2% discount

30 days after invoice date net

We reserve the right to decline cheques or bills of exchange. In the event of their being accepted, this is only for the purpose of processing. All costs incurred in this respect shall be covered by the Customer.

Failure to comply with the terms of payment or circumstances which give reason to serious doubts regarding the Customer's credit worthiness shall result in the immediate maturity of all claims of the Supplier. The Supplier is entitled to prohibit the resale of the goods and to repossess any unpaid goods at the cost of the Customer.

If the Customer is culpably in default of payment, the Supplier is entitled to withhold performance.

### **Retention of Title**

The delivered goods shall remain our property until payment of the purchase price and all other payment obligations arising from the mutual business relationship have been effected in full.

The Customer is only allowed to resell the goods subject to retention of title in the normal course of business on condition that he has also agreed retention of title, as described above, with his customers. The Customer is not entitled to make any other dispositions over the retained goods, in particular pledging or assignment of securities.

In case of resale, the Customer hereby assigns to the Supplier all claims and all ancillary rights arising for the Customer from the resale of the goods to his customer, until such time as all claims of the Supplier have been met. On the Supplier's request, the Customer is obliged to hand over all information and documents which are necessary for the assertion of the Supplier's rights against the Customer's customers.

### **Prices**

All prices are ex-works, excluding freight, additional export charges and packaging, plus the statutory value added tax.

If pricing depends on the weight of the part, the final price is determined by the weight of the approved samples.

### **Infringement of Third Party Rights**

In the event of the Supplier having to deliver goods in accordance with drawings, models or samples or using parts provided by the Customer, the Supplier must ensure that in doing so no third party rights are infringed. The Customer shall release the Supplier from any third party claims and pay compensation for any damage incurred.

### **Minimum Net Value**

The minimum net value of the goods amounts to 250.00 EURO. It is based on the type and quantity of the parts, the material used and the production process.

### **General Information**

Should any of the above clauses be or become invalid, the overall validity of these terms and conditions shall not be affected. Instead, the statutory regulations shall apply for the clause that is or has become invalid.

### **Place of Performance and Jurisdiction**

Place of performance for deliveries and payment shall be the registered head office of the Supplier. Place of jurisdiction is at the Supplier's discretion either his own head office or the head office of the Customer, insofar as this is legally permissible.