

General Terms of business page 14

All our shipments and other services are subject to the following terms and conditions. In case buyer's purchasing conditions should conflict with our terms, they are not deemed acknowledged by the acceptance of his order. Buyer acknowledges our terms by his acceptance of our delivery or other services.

The rules of the German Law will be applied in addition, furthermore the international rules for the interpretation of customary trade terms "Incoterms". All agreements made for us by our agents, as well as any sub-agreements and modifications of all kinds, will become effective only after our confirmation in writing.

1. Offers

Offers submitted by us are always made without commitment.

2. Scope of delivery

Orders are deemed accepted when confirmed by us in writing. Our confirmation letter determines the scope of our shipments or other services. Modifications or cancellations of orders can be considered only if their handling has not yet been started.

3. Prices

Prices charged by us are those valid on the day of delivery or of other services rendered ex suppliers' works, in EURO (EUR).

The legal value added tax is not included in our prices, but will always be invoiced separately.

4. Special designs

When orders are placed with us, which involve a special design, we shall be entitled to fix a minimum purchase volume with reasonable deviation from the agreed quantity.

5. Delivery dates

Due to the particularities of glass making and processing, the delivery dates stated in our order confirmations are basically given without commitment.

Our contractual obligations are furthermore, subject to unimpeded production and shipping operations as well as to on-time delivery and proper supplies from sub-contractors. Claims for damages and penalties for late deliveries are precluded.

6. Shipment

As soon as we have handed over the goods to a forwarding agent, the transit risk shall pass to buyer.

We will take out insurance against breakage and transit risk only upon special request of consignee against payment of the costs incurred.

7. Place of performance

Place of delivery and payment for supplies or other services is Braunschweig.

8. Notification of defects

Buyer shall check supplies for defects immediately after receipt and raise any claims not later than 14 days after receipt of goods or rendering of services in accordance with German Commercial Code § 377 (Handelsgesetzbuch or "HGB"). Hidden defects must be notified without delay after their discovery, otherwise the goods shall be deemed accepted.

Claims on basis of defects as to quality ("material defects") shall become void 12 months after delivery of our goods to our customer.

Complaints received thereafter, and concerning glass already processed or used, cannot be considered. In case of legitimate complaints, we will pay damages only up to the amount invoiced by us. All further claims for compensation or rights for substitution and reduction rights shall be excluded.

If, despite all care being taken at our premises, the delivered goods contain a defect that already existed at the time that the risk passed, then we will, at our election and subject to receiving notification of the defect within the required time, repair the goods or deliver substitute goods. We must always be given the opportunity to render subsequent performance within a reasonable time.

If subsequent performance cannot be rendered, the customer may – notwithstanding any claims for compensatory damages – rescind the agreement or reduce the contractual fee. The customer may not demand compensation for expenses incurred in vain.

The following shall not give rise to any claims based on defects: merely immaterial deviations from the agreed condition of the goods, merely immaterial impairments to their utility, natural wear and tear, or loss or damage that arises after the risk has passed as a result of incorrect or careless treatment, overuse, unsuitable operating resources or special external influences that are not requirements under the contract. In addition, if the customer or a third party improperly (in a non-workmanlike manner) carries out modifications, then no claims based on defects may be made in respect of such work or modifications or the resulting consequences.

Claims based on material defects on the part of the customer against us or our vicarious agents that go beyond or are not included in the claims governed by item 8 are excluded.

Notifications of defects shall not relieve buyer from his duty to pay within the period prescribed.

Prior to returning rejected goods our permission to do so must be obtained.

9. Other Claims for Compensatory Damages

In the event of a breach of a pre-contractual, contractual and/or non-contractual obligation, including unsatisfactory delivery, tortious conduct and manufacturer's liability, we shall be liable for compensatory damages and the reimbursement of costs – subject to further contractual or statutory liability requirements – only in the case of willful conduct, gross negligence or breach of a material contractual duty ("conditions") (contractual duty, the infringement of which jeopardizes the ultimate purpose of the contract) where such breach was due to ordinary negligence. However, except in the case of willful conduct, our liability shall be limited to typical contractual loss or damage that was foreseeable at the time the contract was entered into. The customer is not permitted to make a claim for expenses incurred in vain.

For loss or damage caused by delay due to ordinary negligence, we shall be liable for up to only 3% of the purchase price agreed with us. Except for breach of essential contractual obligations, liability for ordinary negligence is excluded.

10. Documents

Documents supplied by us may not be copied or made available to third parties, or used for any purpose than the agreed purpose. Except for infringement of essential contract obligations, liability for ordinary negligence is excluded.

11. Terms of payment

Payment to be made by confirmed irrevocable Letter of Credit, as long as no other arrangements have been made.

Objektträger
Deckgläser

Microscope Slides
Cover Slips

Lames
Lamelles

Porta-Objetos
Cubre-Objetos



Bills of exchange will be accepted only in payment of a debt, without responsibility for protest, and only after agreement and with the implied understanding that they are discountable, against payment of discounts and charges.

All terms will be counted from date of invoice.

In case terms for payment are exceeded, the legal consequences of default shall apply, without any special reminder being required. We will be entitled to charge interest from due date on at rates applied by banks. Furthermore, all our claims against buyer shall become due for immediate payment regardless of the dates of payment agreed upon. This shall also apply in case of suspension of payments or heavy indebtedness of buyer, as well as in case of dishonored bills.

In case of delay of payment of buyer, we will be entitled to suspend all further deliveries to buyer. We will have the same right if facts detrimental to buyer's credit standing should become known.

12. Reservation of title

The goods will remain our property until full settlement of all our claims, including also those accruing in the future, as well as of claims resulting from other titles such as claims deriving from the Bills of Exchange Act.

Any rights resulting from the reservation of title and all its particular forms fixed in these terms shall remain valid until the total discharge of liabilities, including all contingent liabilities, which the seller has incurred in the interest of buyer.

Buyer shall be entitled to process and sell the goods taking into consideration the following provisions:

Insofar as goods are processed or transformed by buyer, we shall be deemed the producers within the meaning of the German Civil Code (BGB), Article 950, and we will acquire title to the partly finished or finished products buyer or processor shall be deemed the depository only.

In case goods so reserved will be connected to go processed together with articles not belonging to us, we will acquire joint ownership of the new article in proportion of the value of the goods so reserved to the other articles.

Goods shall be sold only in the ordinary and regular course of business and only in case claims resulting from resales have not previously been assigned to third parties. Buyer shall assign to us already in advance claims he is entitled to raise, and which result from resales, and also insofar as our goods will be connected to or processed together with other articles. In that case, the claims assigned shall serve as a security for us only up to the value of the goods so reserved and sold. We will, as long as buyer meets his obligations to pay, not collect the claims assigned.

Buyer shall, however, be obliged to give us, upon request, the names of the assigned debtors and to advise the same of the assignment. He shall be entitled to collect himself the claims as long as he shall not have received from us any instructions to the contrary. The sums collected by him shall be paid to us immediately, as far as our claims are due for payment.

We undertake to release at our own discretion, the claims assigned, as far as they exceed by more than 25% our claims to be secured, and originate from fully paid supplies. Pledging of or chattel mortgages on the goods so reserved or the claims assigned are inadmissible.

In the event of breach of duty by the customer, particularly in the case of default on payment, we are entitled to rescind the agreement and recover the goods. The customer has an obligation to deliver up the goods. It is not necessary for us to rescind the agreement in order to recover the goods or enforce a reservation of title. Such actions or any pledge of the reserved goods by us shall not constitute rescission of the agreement unless expressly declared by us.

Buyer shall inform us immediately of any seizures by third parties of the goods supplied with the reservation of the right of disposal, or of the claims assigned.

13. Reservation of other rights

Should, in the event of supplies to foreign countries, a reservation of title, as under paragraph 10 above, not be admissible with the same effect, as under German Law, the goods will remain our property until payment has been effected for all our claims resulting from the contractual relation arising from the sale of the goods. Should even this ordinary reservation of the right of disposal not be admissible with the same effect as under German Law, but the reservation of other rights to the goods be permitted, we shall be entitled to exert these rights. Buyer shall be obliged to cooperate towards all measures taken by us to this effect in order to protect our property or, in its place, another right to the goods.

14. Court of jurisdiction

With the exception of choice of law rules under German private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods ("UN-CISG"), the substantive law of the Federal Republic of Germany shall apply to all legal relationships and transactions established by this purchase agreement. Court of jurisdiction, also in matters involving bills of exchange, is the Braunschweig District Court, provided buyer is a full trader within the meaning of the German Law Code. In case we should appear as plaintiff, we would have the right to sue the buyer also at his place of residence.

15. Contract supplement

In case any of the above-mentioned provisions becomes ineffective, this shall not affect the validity of all other provisions. The ineffective provision shall be substituted by another provision, which comes nearest to the meaning in the legal and commercial sense of the previous provision.