

Terms and Conditions of Business

transactions with

Günter Wendt GmbH

I Area of application - Validity of the Conditions

1. The following terms and conditions of sale and delivery are exclusively valid to all our business relations.
2. Changes or other conditions of the customer are only valid if we have agreed to them in writing.

II Quotation and Order - Conclusion of contract

1. Our quotations are subject to change and non-binding.
2. All contracts must be in their written form. The same applies to ancillary agreements and amendments to the contract.
3. Our employees are not authorized to make verbal subsidiary agreements or give verbal assurances that exceeds the content of the written contract.
4. Illustrations, drawings, descriptions and technical data contained in our brochures or other printed matter are only approximate.

III Delivery

1. Stipulated delivery periods and dates are only approximate. They refer to the time of dispatch of the goods.
2. The delivery period is extended in all cases of force majeure, as well as by other unforeseen events beyond our influence, such as, Operational disruptions, strikes, lockouts, power locks at our company or our suppliers. In such cases, the customer may withdraw from the contract after a reasonable period of grace, but a claim for damages and for compensation for delays will be explicitly excluded.
3. Partial deliveries are permitted.
4. Orders are executed only in the quantities (or multiples thereof), which are listed in the price lists and offers under "packaging unit". Insofar as orders placed do not coincide with the stated packaging units or a multiple of these, we are entitled to deliver a further or the next largest packaging unit of the relevant article.
5. In the case of custom-made products, a deviation caused by production may occur up to +/- 10 %. Minimum order quantities are production-related.
6. The mode of dispatch and packaging is at our discretion, insofar as no special agreements have been made.
7. The risk merges to the customer, by the time when the consignment has left the factory premises, even if freight paid shipment is appointed.
8. Confirmation of receipt within the scope of intra-Community deliveries must be confirmed back to us promptly.

9. Our customers are compelled to proof our order confirmations.
Deviations are objectionable within 48 hours.

IV Prices - Terms of payment

1. For deliveries within the Federal Republic of Germany our prices are ex works or warehouse, so far a net value of goods (excluding VAT) is less than EUR 250. Consignments with a destination outside the Federal Republic of Germany are free to the German border, duty unpaid.
2. Packaging will be charged at cost price, unless expressly agreed otherwise.
3. Extra costs arising from express and express freight consignments are at the expense of the customer.
4. Non-list goods or those with intermediate sizes shall be subject to a mark-up resulting from the special design, which is to be agreed by conclusion of the contract. If this agreement is not fulfilled or if the exact fixing of the price is not possible, this shall be made with a cost-plus pricing on the basis of the self-costs incurred.
5. Invoices are payable within 10 days after invoice date with 2% discount or within 30 days without deduction, deviating conditions are indicated on the front of this form. The basis for cash discount is the net invoice.
6. If the customer is in default of payment, we are entitled to charge interest of 2% above the respective base rate of the ECB from the relevant date.
7. Deviating conditions may have been agreed in writing.

V Retention of title

1. All delivered goods remain our property (reserved goods) until the fulfillment of all claims, including those arising in the future, which are due to us irrespective of the legal basis.
2. The retention of title also extends to the assignment of the purchase price claim from the resale of the customer.
3. The customer may only resell the reserved goods within the framework of a proper business operation; any other disposal, particularly the pre-attachment or safeguarding, is prohibited.
4. The customer must notify us without delay if our rights to the reserved goods are impaired or endangered by attachment or other third-party measures.

VI Liability for Defects

1. Minor deviations in color, appearance and size of the goods do not entitle the customer to claim.
2. The recipient is liable to inspect the delivered goods immediately upon receipt and to notify the supplier in writing of any apparent defects within 8 days after receipt of the goods. Unrecognizable defects are to be indicated 8 days after the discovery, at the latest within 3 months after delivery.

3. In all cases of justified complaints, we obligate ourselves to exclude further performance claims of the customer for replacement delivery or rectification in our factory.
4. If a replacement delivery or rectification of a defect cannot be carried out within a reasonable period, we reserve the right to an optional reduction of the purchase price or withdrawal from the contract.

VII Claims for damages

1. We assume liability for damages of any kind only if these were caused by us grossly negligent or intentionally. The same applies to compensation for the impossibility of performance, default delivery, positive violation of contractual duty, "culpa in contrahendo" (c.i.c.) and tortious act.
2. We do not assume any liability for the use or type of use of our products by sending offers, price lists or delivery of grinding and polishing agents, unless these have been explicitly declared in writing. In any case the customer is obliged to convince himself of the usability of the delivered abrasive and polishing materials for the intended use.

VIII Place of Performance - Jurisdiction

1. The place of performance for delivery and payment is Windeck.
2. Jurisdiction for disputes between us and the customer is Siegburg.
3. We would like to point out that we store the necessary data from you within the framework of normal business transactions.