Filtrations-Separations-Technik

General Terms of Sale and Delivery

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§ 1
All deliveries, services and offers shall be deemed to be made solely upon the basis of these conditions. These conditions shall be deemed to have been acknowledged with placing an order at the latest. Any counterclaims on the part of the purchaser and references to his own terms of business or purchasing are herewith deemed ineffective. All divergences from these conditions shall require our own written confirmation to obtain validity.

§ 2
All offers shall be deemed to remain unbinding and shall be deemed binding for a maximum of eight weeks calculated from the date of offer only when expressly so endorsed. Our prices are subject to alteration and are valid only until revoked. Based on the development of the steel prices we must reserve the right to change prices at short notice. As a general principle, a contract shall come into existence only by our order confirmation, unless stated otherwise in the General Terms of Sale and Delivery. The price stated in our confirmation of order shall apply in all cases.

§ 3
All payments shall be made to us in EURO within 30 days without deduction referred to the invoice date.
The precondition for granting discount is the full and complete payment of all invoices which have previously become due for payment and whose amount or basis has not been contested. The due date shall remain unaffected by the receipt of acceptance documents of any type.

§ 4
Our representatives are not empowered to make contracts nor to collect amounts outstanding.

§ 5
Should the purchaser fall into arrears with any payment, we shall be entitled upon corresponding notification to the purchaser to cease work on all contracts already in progress until advance payment is made in full or until appropriate security is provided. Where such advance payment or provision of security is not effected within a reasonable period specified by ourselves, we shall have the right, without prejudice to our right to claim any further damages to which we may be entitled, to cancel all contracts currently in progress and to charge all costs already incurred therefore to the purchaser, whereby such costs shall be specified in detail.

§ 6
The purchaser shall be deemed to have no right of retention from any other contractual relationship. The same provision shall be deemed to apply to rights of refusal of performance on the part of the purchaser, such rights arising from the same contractual relationship in accordance with §§ 273,320 BGB (German Civil Code) and §§ 369 HGB (German Commercial Code). Where it shall become apparent that such exclusion would disadvantage the purchaser disproportionally, in contravention of the obligations of fair and equitable trading and that such exclusion is therefore invalid, we shall be entitled to remedy any such refusal of performance on the part of the purchaser by means of a written bank guarantee to the value of the right to be secured. Setting off of claims by the purchaser shall be deemed permissible only provided the corresponding counterclaim is not contested by ourselves or has been judicially established.

§ 7
Delivery dates shall be binding only if explicitly stated as such. An order shall only be deemed accepted when all technical and commercial questions have been clarified and, where necessary, technical drawings / documentations have been approved by the purchaser. This time shall in particular be authoritative for the calculation of any delivery period. We shall have the right to make partial deliveries.

§ 8
We deliver in accordance with Incoterm EXW, excluding packing. Other individually agreed delivery conditions are affected by Incoterm rules as well. Where deliveries are made ex works / carriage forward, the costs of transport as well as the insurance risk shall be borne by the consignee. The risk shall thereby pass to the purchaser when the goods leave our works or the works of our supplier. Any evident transport damage must be recorded on the freight document upon arrival and also notified to us without delay. In the case of hidden transport damage, the period of notification for such damage shall be one year from delivery.

§ 9
We guarantee that our products are free from manufacturing and material defects. The period of warranty is 12 months and shall be deemed to commence on the date of delivery; in the case of defects as referred to in § 13 BGB (German Civil Code), the period of warranty shall be 2 years. Any evident defects must be notified to us by the purchaser in writing without delay, and in all cases not later than within one week from receipt of the item of delivery.

§9 continuation see next page

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§9 continuation
Any defects which could not be discovered within this period even on careful examination must be notified to us in writing immediately upon discovery, though at the latest within one year. In the case of justified complaints, we hereby undertake to effect repair or to provide replacement free of charge. Where such attempt at repair or replacement proves abortive, the purchaser shall have the right, at his option, to claim a reduction in the price for the goods or services or to cancel the contract.
Any changes to the design or form of the goods which either increase or do not affect their value shall not give the purchaser the right to refuse acceptance of such goods provided the changes do not impair the suitability of the goods for their intended use (onward sale, commercial or industrial use, etc.). All data and statements of dimensions, colour, weight, etc., shall be subject to the tolerances common in trade.

§10
In the case of any breach of obligations by ourselves or our vicarious agents, we shall only be liable if such breach was caused by intent or gross negligence, in the case of a breach of obligations caused by ordinary negligence only, our liability shall be limited only to the foreseeable damage typical for a contract of the type in question. The foregoing limitations of liability shall not apply in the case of injury to life and limb or to health. Should it emerge that these limitations of liability would put the purchaser to an unreasonable disadvantage in contradiction to our obligations to fair and equitable trading, we shall pay compensation, though not for loss of production or loss of profit on the part of the purchaser or his customer, nor for any damage or loss which we could not have foreseen at the time of concluding the contract as a possible consequence of our breach of obligations (foreseeable loss or damage). Moreover, our duty to compensate shall be limited to the amount of the payment agreed with us (excluding incidental costs and value added tax). Where damage or loss from delay is due to gross negligence on the part of our senior managerial staff, we shall likewise only be liable for the foreseeable loss or damage.

§11
The following securities are hereby granted to us until fulfilment of all (balance) claims arising for us from any or all legal reasons against the purchaser and his group companies at the time of order or at any future time, we shall at our option release such amount of the securities as exceeds the value of the claim by more than 10%. The goods remain our property. Any processing or working or other conversion or modification of such goods shall at all times be deemed to be performed on our behalf but without any obligation arising for us. The purchaser's remainder right shall be extended to the new good, resulting from such processing or change. Where a condition of combination or mixture in the sense of §§ 946 - 948 BGB (German Civil Code) exists, the purchaser undertakes to grant to us (co-)ownership rights where the main good resulting is his property. The purchaser shall be deemed to grant us such rights of (co-)ownership free of charge. The purchaser shall be entitled to dispose of or further process or work the reserved goods of which we possess (co-)ownership. Mortgaging or pledging in security of the reserved goods or of the inchoate rights thereto shall be deemed impermissible. The purchaser hereby assigns to us by way of security a first-priority claim to the amount of our invoice of any claims on the part of the purchaser against third parties arising from onward disposal or for any other legal reason in connection with the reserved goods. FST hereby accepts such assignment. Where claims on the part of the purchaser arising from the sale to a third party of the goods or further processing of the goods become part of a current account, the purchaser hereby assigns to us his claims on the current account against his customer to an amount equal to the amount which we invoice to the purchaser for the reserved goods sold or processed. The purchaser is hereby authorized until further notice to collect in his own name but on our amount the claims assigned to us. The purchaser undertakes to disclose at our request such assignment and to provide to us the necessary information and documentation. In case of seizure by third parties of the reserved goods, the purchaser shall without delay draw attention to our ownership rights to such goods and shall notify us immediately. All costs and loss or damage involved therewith shall be borne by the purchaser. Where the purchaser shall infringe the contract, in particular in cases of delay in payment, the purchaser shall be obliged to return the reserved goods to us at our request and at his own expense, or, if appropriate, to assign to us the right of reclaim of the goods with respect to any third party involved. Return will be effected at the amount received by us. Where the Hire Purchase Act does not apply, return of the goods or seizure of the goods by ourselves shall not be deemed to constitute withdrawal from the contract.

§ 12
Our prices shall be understood ex works, excluding packing, carriage, customs' duties, insurance, subsidiary dues and legally payable Sales or Value Added Tax, if not otherwise agreed. In case, where no costs for packaging are shown in our Pricelist, we will invoice 2.5% of the net value of the goods. If the order value is less than 100 € net, an administrative surcharge of 20 € is applied and conditions are ex works, excluding packing. Packing cannot be returned.

§ 13
The purchaser asserts that he has knowledge of all national and international regulations prohibiting export of certain goods. The purchaser further asserts that he will not violate such regulations when exporting the goods supplied by FST.

§ 14
The purchaser shall be entitled to withdraw from the contract only with our expressed agreement. In case of withdrawal by the purchaser from the contract, we shall been titled to require payment from the purchaser of all costs incurred in connection with the execution of the contract up to the time of the purchaser's withdrawal from the contract including out loss of profits resulting from the purchaser's withdrawal from the contract. In case of return of goods, a charge will be made to the purchaser of 15 % of the net value of the goods. This provision shall not apply where a legally justifiable reason for withdrawal from the contract applies.

§ 15
Where individual provisions of these conditions shall be deemed or shall become invalid, the remaining provisions shall nonetheless be deemed unaffected by such occurrence.

§ 16
The place of performance for all claims and obligations shall be deemed to be Siegen / Germany, including legal venue for matters involving documents and certification, bills of exchange and cheques.

§ 17
The law of the Federal Republic of Germany shall apply to all contracts arising on the basis of these General Conditions of Sale and Supply. International commercial law shall not apply.