

Terms and Conditions of Sale and Delivery As of 15.05.2020

For all deliveries, our following terms and conditions of sale and delivery are exclusively decisive. Any other terms and conditions of our customers shall only be valid if they have been expressly acknowledged by us and confirmed in writing. The place of performance for delivery and payment as well as the place of jurisdiction for both parties is Aachen.

I. Offer

1. The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding. We reserve the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. We undertake to make plans treated as confidential by the customer accessible to third parties only with the customer's consent.
2. We reserve the right to deviate from the illustrations and drawings, as the machines are constantly being improved. The buyer or orderer cannot derive any rights or objections from these deviations.

II. Scope of delivery

1. Our written order confirmation is decisive for the scope of delivery. Ancillary agreements and changes require written confirmation.
2. If the agreed terms of payment are adhered to on time, delivery will be made ex works in Aachen. Shipment is at the risk of the recipient, even in the case of carriage paid delivery. Operational disruptions of all kinds, shortages of workers, raw materials and energy, etc., release us from total or timely delivery to the exclusion of any claims for compensation, as well as official orders that prevent us from carrying out the delivery or making it on time.
3. If the customer requests the assembly or commissioning of the items delivered by us, the calculation shall be made separately in accordance with our assembly conditions.

III. Price and payment

1. Unless otherwise agreed, the prices are ex works including loading at the factory but excluding packaging.
2. Payment must always be made directly to us, in the case of domestic deliveries:
 - 50% upon receipt of the order confirmation
 - 40% upon notification of readiness for dispatch, but before dispatch
 - 10% after delivery, but no later than 30 days after notification of readiness for dispatch
 - All payments purely netfor deliveries abroad:
 - 50% upon receipt of the order confirmation when ordering
 - 50% upon notification of readiness for dispatch, but before dispatch
 - All payments purely net
3. If the payment deadlines are exceeded, 1.5% default interest per commenced month will be charged.

IV. Delivery time

1. The delivery period begins with the dispatch of the order confirmation, but not before the documents, approvals, releases to be procured by the customer and before receipt of the agreed down payment.
2. The delivery period presupposes trouble-free production. It shall be extended appropriately in the event of the occurrence of unforeseen obstacles that are beyond our control – regardless of whether they occurred in our factory or at our subcontractors – e.g. force majeure, operational disruptions, unusability of essential components, delays in the delivery of materials and components, strikes and lockouts, insofar as such obstacles demonstrably have a significant influence on the production or delivery of the delivery item. In this case, the customer is not entitled to any right of withdrawal; nor shall we provide any compensation for any damage caused by delay in delivery.
3. If dispatch is delayed at the request of the customer, the costs incurred by storage shall be charged to him for each month, starting one month after notification of readiness for dispatch, but at least 1/2 % of the invoice amount in the case of storage in our factory.
4. However, we are entitled to dispose of the delivery item elsewhere after setting and fruitless course of a reasonable period but reserve the right to claim damages.
5. Compliance with the delivery period presupposes the fulfilment of the contractual obligations of the customer.

V. Transfer of risk and acceptance

1. The risk shall pass to the customer upon notification of readiness for dispatch, even if partial deliveries are made or if we have assumed other services, e.g. the shipping costs or delivery and installation.
2. At the request of the customer, the shipment will be insured by us at his expense against breakage, transport, fire and water damage.
3. If dispatch is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer from the day of readiness for dispatch, but we are obliged to affect the insurance required by the customer at the request and expense of the customer.
4. Delivered items, even if they have insignificant defects, are to be accepted by the customer without prejudice to the rights under Section VII.

VI. Retention of title

1. We reserve title to the delivery item until receipt of all payments from the delivery contract.
2. We are entitled to insure the delivery item against fire, water and other damage at the expense of the customer, unless the customer himself has demonstrably taken out the insurance.
3. The customer may neither pledge the delivery item nor assign it as security. In the event of seizures as well as confiscations or other dispositions by third parties, he must notify us immediately.
4. The assertion of the retention of title as well as the seizure of the delivery item by us shall not be deemed a withdrawal from the contract unless the Instalment Payment Act applies.

VII. Liability for defects in the delivery

We shall be liable for defects in the delivery to the exclusion of further claims as follows:

1. All those parts shall be repaired or redelivered free of charge at our reasonable discretion at our discretion which are rendered unusable or significantly impaired in their usability within 12 months of commissioning as a result of a circumstance prior to the transfer of risk – in particular due to faulty design, poor building materials or defective workmanship. The discovery of such defects must be reported to us immediately in writing. Replaced parts become our property and must be returned carriage paid. If dispatch, installation or commissioning is delayed without indebtedness on our part, liability shall expire no later than 12 months after the transfer of risk. For third-party products, our liability is limited to the assignment of claims against the manufacturer of the third-party product.
2. No warranty is given for damage caused by the following reasons: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent treatment — in particular excessive stress and lack of maintenance — unsuitable operating resources, replacement materials, installation of spare parts not supplied by us, defective construction work, unsuitable building ground, chemical, electronic or electrical influences, unless they are due to a fault on our part.
3. In order to carry out all repairs and replacement deliveries that appear to us at our reasonable discretion, the customer must give the necessary time and opportunity after notification, otherwise we shall be released from liability for defects.
4. In the event of justified complaints, we shall take over free delivery of spare parts. All other costs shall be borne by the customer.
5. The replacement item and the repair shall be guaranteed in the same way as for the delivery item. The period for liability for defects in the delivery item shall be extended by the duration of the business interruption caused by the repair work.
6. We may refuse to remedy defects as long as the customer does not fulfil his obligations.
7. Due to improper changes or repair work carried out by the customer or third parties without our prior approval, the liability for the resulting consequences shall be cancelled.
8. Further claims of the customer, in particular a claim for compensation for damages that do not occur to the delivery item, are excluded. In principle, liability only extends to intent and gross negligence.
9. Not complying to the agreed payment terms will void any warranty obligations. Retention of due payments or offsetting due to warranty claims is not permitted.
10. Warranty service is only possible if only original DREHER cutting strips and other original DREHER spare parts are used for DREHER plastic granulators and granulators. Otherwise, any warranty claim expires.

VIII. Right of the supplier to withdraw from the contract

In the event of unforeseen events within the meaning of Section IV of the Terms of Delivery, insofar as they significantly change the economic significance or the content of the service or have a significant effect on our operation, and in the event of subsequent impossibility of execution, we have the right to withdraw from the contract in whole or in part. Claims of the customer of any kind due to such a withdrawal do not exist. If we wish to make use of the right of withdrawal, this must be communicated to the customer immediately after becoming aware of the significance of the events, even if an extension of the delivery period was initially agreed with the customer.

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