



Terms and Conditions of Sale, Delivery and Payment

1. The content and scope of the contract shall be determined exclusively by our written order confirmation. If delivery is made without such written confirmation, our invoice, which will be sent to you in advance, shall constitute the order confirmation. Any collateral agreements shall be valid only if confirmed by us in writing.
2. Our prices are always subject to change without notice and are quoted ex works Kaarst, excluding postage, packaging and the applicable statutory value-added tax (VAT). All shipments are made at the purchaser's risk, even where delivery is made freight prepaid. The risk shall pass to the purchaser upon delivery to the railway, postal service or carrier, or at the latest when the goods leave our factory or warehouse, even if we have undertaken delivery. Unless specific shipping instructions are provided, the method of shipment shall be chosen at our sole discretion. We accept no liability for compliance with foreign customs regulations or any other foreign legal requirements.
3. Packaging will be charged at cost and is non-returnable. Packaging shall be provided, as appropriate, in cartons, bags, crates, pallets or containers.
4. Payment shall be made within 10 days from the invoice date with a 2% cash discount, or net within 30 days from the invoice date. The purchaser shall be entitled to withhold payment or set off any counterclaims, including warranty claims, only insofar as such counterclaims are undisputed or have been finally determined by a court of law. Bills of exchange are not accepted. Cheques shall be accepted subject to collection. In the event of late payment, interest shall be charged at the lending rates charged by commercial banks, but in no event at a rate lower than the statutory default interest rate applicable under German law. If the payment terms are not complied with, or if circumstances become known which give rise to justified doubts as to the purchaser's creditworthiness, all amounts owed to us shall become immediately due and payable. The same shall apply to any costs incurred, services rendered, and goods in progress as well as completed but not yet delivered. In such cases, we shall be entitled to perform any outstanding deliveries or services only against advance payment or the provision of adequate security and, after granting a reasonable period of grace, to withdraw from the contract or claim damages for non-performance. Furthermore, by virtue of the retention of title agreed in Clause 5, we shall be entitled to prohibit the resale or processing of the delivered goods, to demand the return of the delivered goods or the transfer of indirect possession thereof at the purchaser's expense, and to revoke the purchaser's authority to collect claims in accordance with Clause 5. The purchaser hereby authorizes us to enter its premises for this purpose and to repossess the delivered goods. Repossession of the goods shall not constitute withdrawal from the contract unless we expressly declare such withdrawal.
5. All goods supplied shall remain our property ("Retained Goods") until all claims to which we are entitled against the purchaser, on whatever legal grounds, have been satisfied in full, including any outstanding balance claims arising from a current business relationship. This shall also apply where payments are made in respect of specifically designated claims. The purchaser shall be entitled to resell the Retained Goods only in the ordinary course of business, on its normal business terms and provided that it is not in default of any payment obligations. Such resale shall be permitted only on the condition that the purchaser's claims arising from the resale are assigned to us in accordance with the provisions set out below. The purchaser shall not be entitled to dispose of the Retained Goods in any other manner. The purchaser hereby assigns to us, by way of security, all claims arising from the resale of the Retained Goods. Such assigned claims shall serve as security to the same extent as the Retained Goods themselves. If the Retained Goods are resold together with goods not supplied by us, the assignment shall apply only to the amount corresponding to the invoice value of the Retained Goods included in the resale. The purchaser shall remain entitled to collect the assigned claims until such authority is revoked by us. We may revoke this authority only in the circumstances specified in Clause 4 (penultimate paragraph). Under no circumstances shall the purchaser be entitled to assign the claims to third parties. Upon our request, the purchaser shall immediately notify its customers of the assignment and provide us with all information and documentation necessary for the collection of the assigned claims. If the value of the securities exceeds the secured claims by more than 10%, we shall, at the purchaser's request, release securities of our choice to the extent of such excess. The purchaser shall notify us without undue delay of any attachment, seizure or any other interference with the Retained Goods or the assigned claims by third parties.
6. Any delivery dates or delivery periods stated are approximate only and shall not be binding. We reserve the right to make deliveries prior to the agreed delivery date and to make partial deliveries where reasonable. For custom-manufactured turned parts, we reserve the right to overdeliver by up to 20% of the quantity ordered.



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Events of force majeure shall entitle us to postpone delivery for the duration of the impediment and a reasonable start-up period thereafter, or to withdraw from the contract, in whole or in part, with respect to the unperformed portion of the contract. Force majeure shall include, without limitation, strikes, lockouts, operational disruptions, production defects, rework requirements, or other unforeseen circumstances beyond our reasonable control which, despite the exercise of reasonable care and efforts, prevent timely delivery. We shall provide evidence of the existence of such circumstances upon request. The foregoing shall also apply where such circumstances occur during an existing delay or affect one of our suppliers.

7. We warrant that the goods supplied by us have been manufactured in accordance with the agreed technical specifications. The conformity of the goods with the contract shall be determined at the time the risk passes to the purchaser. The purchaser shall inspect the goods upon receipt and shall notify us in writing of any apparent defects within eight (8) days after delivery to the destination. Hidden defects shall be notified to us in writing without undue delay after their discovery, but in any event no later than six (6) months after the transfer of risk. We shall be given the opportunity to inspect and verify any alleged defect. In urgent cases where operational safety is at risk or where disproportionate damage to the purchaser can only be avoided by immediate action, the purchaser shall notify us without delay so that the alleged defect can be inspected immediately. Upon our request, the defective goods shall be returned to us without delay. If the purchaser fails to comply with these obligations or makes any alterations to the goods without our prior written consent after notifying us of the defect, any warranty claims shall be forfeited. Where a defect has been duly notified and is justified, we shall, at our sole discretion, either repair the defective goods or replace them with conforming goods. We shall not reimburse any costs incurred by the purchaser for the removal or reinstallation of the goods or for any processing or reworking of defective goods carried out by the purchaser. If we fail to fulfil our warranty obligations, or fail to do so within a reasonable period granted by the purchaser, the purchaser shall be entitled, with respect to the defective goods, to terminate the contract or to demand an appropriate reduction in the purchase price, in accordance with the applicable provisions of German law. Any further claims by the purchaser, in particular claims for consequential or indirect damages arising from defects, shall be excluded unless such damages result from intentional misconduct or gross negligence on the part of our management or senior executive employees. Warranty claims shall become time-barred three (3) months after our written rejection of the notice of defect, but not before expiry of the period for notifying hidden defects. The foregoing provisions shall also apply to defects in warranted characteristics and to the delivery of goods that do not conform to the contract. For returns of goods that are not attributable to any fault on our part, we reserve the right to charge a handling fee of 20% of the net invoice value of the returned goods, subject to a minimum charge of EUR 15.00 (net).

8. All illustrations are provided for illustrative purposes only. We expressly reserve the right to make changes and deviations.

9. The place of performance for all payments and all other obligations arising under the contractual relationship shall be Kaarst, Germany. The exclusive place of jurisdiction shall, at our option, be the Local Court (Amtsgericht) of Neuss or the Regional Court (Landgericht) of Düsseldorf, including proceedings relating to negotiable instruments where applicable. We shall also be entitled to bring legal proceedings against the purchaser before the court having jurisdiction at the purchaser's registered office or place of business.

10. All legal relationships between the purchaser and us shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Should any provision of these Terms of Delivery and Payment be or become invalid or void, in whole or in part, the contracting parties undertake to agree on a valid provision that comes as close as possible to achieving the economic purpose intended by the invalid or void provision.

12. The information contained in this catalogue has been compiled to the best of our knowledge and belief. However, such information is provided for general guidance only and shall not constitute any guarantee or warranty as to the characteristics or suitability of the products. It does not relieve the purchaser of the obligation to verify the suitability of the products for the intended application. To the extent permitted by applicable law, we shall not be liable for any loss, damage or other claims of whatever nature arising from the use of, or reliance upon, the information contained in this catalogue.