

General Terms and Conditions of the Vomat Corporation

I. General

1. If not otherwise agreed in writing, the business terms between supplier and customer underlie the following general conditions of sale and delivery.
2. These general terms of sale and delivery are also valid for all future orders of the customer, even when the supplier does not refer to it in every single case.
3. Generally we are not legally bound by any purchasing terms of the customer, even if we do not object to it.

II. Offer

1. The offers of the supplier, including the delivery specifications, are subject to alteration.
2. If not otherwise agreed, the ex works prices are valid, plus VAT, the appropriate packing/transport and the transport insurance.
3. The documents that belong to the offer, like drawings, illustrations, samples, as well as the technical details, are only approximately decisive, if they are not expressly described as binding.
The offers, drafts and drawings may not be made accessible to third parties, in particular competitors, and they may not be used for the purpose of tendering.
If the order is not placed with the supplier, the drawings and other documents that belong to the offer are to return by request.
The supplier reserves the right to demand remuneration for samples, sketches and drafts that the customer expressly requested, even if the order is not placed.
4. The supplier is not obliged to check sketches, models and shapes that are left to him for the infringement of the industrial property rights of third parties. As a result, the customer is responsible for patent or utility patent infringements. If there are made claims to the supplier for such reasons, the customer is obliged to exempt him or to compensate for the costs of claims by third parties on account of an infringement.

III. Order

1. The order becomes binding by means of the order confirmation of the supplier. Complaints or requests for alterations have to be communicated to the supplier in written form within a period of 8 working days.
2. The given delivery period does not begin before the technical details of the order are definitively clarified and all agreed provision of raw materials by the customer or third parties has occurred. This includes the payment of agreed deposits.
3. Cases of force majeure entitle the supplier, even within a period of default, to delay the delivery by the time of the impediment and an adequate acceleration time or to withdraw from the contract completely or partially because of the not yet fulfilled part.
The supplier will inform the customer immediately about the occurrence of any case of force majeure.
Among force majeure are counted also business disruptions on account of fire, lack of energy or raw materials, strikes, blockage or obstruction of traffic routes, no matter if these circumstances occur with the supplier, an outside supplier or his sub-supplier.
4. The supplier reserves the right to make modifications to the execution that prove to be technically necessary and that, considering the interests of the supplier, are not expecting too much of the customer.

IV. Delivery

1. With the readiness for dispatch or the corresponding notification by the supplier, any risks pass from the supplier to the customer, even if carriage paid deliveries were agreed upon.
2. The dispatch of the products/goods is effected generally on account and risk of the customer. With damaged or incomplete deliveries the customer is obliged to take stock in company with the carrier immediately on receipt.
3. Orders on call are effected within the production potential limitations. If there are agreed call-off dates, the supplier reserves the right to demand the payment for the already delivered amount when the date has passed without prior notification to the customer.
If the customer does not take delivery of the called/provided amount in time, the supplier is entitled to put it into storage on costs and risk of the customer. After a storage of 2 months at the latest, he will demand the payment for the not yet taken call-amount and deliver the goods to the customer without any request.
4. Over- and under-delivery (number of pieces \pm 10 %) within customary limitations are considered to be agreed. Part deliveries are permissible.

V. Terms of payment

1. If not otherwise agreed, the bills of the supplier are to pay on delivery without deduction.
2. The supplier reserves the right to demand a deposit to the amount of 50% for order volumes exceeding € 5.000. The final payment becomes due with the readiness for delivery/acceptance.
3. In case of default of payment we charge default interest to the amount of the interest of the current account credit at least to the amount of 5 % over the base interest rate. The customer is allowed to prove that the damage does not exceed this amount of 5 % over the base interest rate. The supplier is allowed to prove that the damage exceeds this volume. Further all costs of demand for payment and collection procedures are to reimburse.
4. Temporary financial difficulties do not release from the duty of payment. In case of proved, intentional unwillingness to pay, the customer is liable with his personal assets till the complete settlement of all demands.
5. Non-compliance with the terms of payment or circumstances that become known to the supplier after the conclusion of the agreement and that give rise to reasonable doubts about the solvency of the customer, result in the immediate maturity of all demands of the supplier, including all bill debts. In this case the supplier is also entitled to withdraw from the contract and to claim compensation for herefrom resulting damages, unless the customer makes advance payment or gives sufficient security.

VI. Reservation of property rights

1. All goods of the supplier remain his property until all claims that result from the business contact are paid, including future claims, even such that result from simultaneously or later concluded contracts. This also applies to payments for particular denominated claims.
2. In case of current account the reserved property is valid as safeguarding for the outstanding balance claim.
3. The customer is entitled to resell the reserved goods in normal business transactions, on condition that he transfers the reservation of proprietary rights of the supplier to his purchaser.
The customer is not entitled to transfer or pledge by way of security. The supplier is to notify immediately of encroachments or measures of third parties that concern his reservation of property rights.
The customer has to effect all urgent measures at his own expense that are necessary for the protection of the rights of the supplier.
By now he transfers all his receivables from secondary sale of goods subject to retention of title, including all subsidiary rights, to the supplier, no matter if the retained goods are resold without or after processing.

The customer is not allowed to make agreements with his purchaser that exclude or affect the rights of the supplier in any way.

After the act of transfer the customer is still permitted to collect debts that were transferred to the supplier but the supplier reserves the right for independent collection of debts, particularly for the case of default of payment on part of the customer.

By request of the supplier, the customer must notify the transferred claims and the corresponding debtor to him, give all necessary information for the collection, issue all necessary documents and inform the debtor of the assignment.

VII. Liability for defects/Warranty

1. In case that the goods are defective, this is to notify immediately in written form to the supplier, namely not later than a week after arrival at the destination.
2. For not perceptible, later appearing defects the supplier is not liable.
3. With justified notification of defects the supplier has the right to make repairs. For this purpose the customer must give him grace of an adequate period of time. The customer can only claim damages instead or along with the accomplishment when he three times gave the possibility of repairs to the supplier.
If the repairs fail, the customer may claim a modification or decrease of the contract. A failure of the repairs is not given until there were three attempts without success.
Any other claims are out of the question, in particular compensation for damages, especially compensation for damages that did not appear on the goods themselves (consequential harms caused by defects).
4. In the case of warranty the supplier is responsible for the repair of the defect on his own expense.
5. The supplier is liable in cases of intent or gross negligence of the supplier or one of his representatives or subcontractors according to the legal requirements. The claim for damages as result of noncompliance of essential articles of a contract is limited to the contract coherent foreseeable damage. A further liability of the supplier is out of the question.
6. A liability for damages caused by the object of delivery on legally protected interest of the customer, e.g. other objects, is absolutely out of the question. This is not valid in cases of intent or gross negligence or if there are responsibilities for harms to life, body or health.
7. The regulations in the articles 5 and 6 are valid for compensation of damages instead of the accomplishment, no matter which legal argument is underlying, especially because of defects, the noncompliance with duties that result from the obligation or unlawful acts. They are also valid for the claim to compensation of unavailing expenditure.
8. The warranty deed is excluded in case that there were made modifications to The delivered goods by the customer or another third party that was not authorized by the supplier.
9. The execution of lien on the purchase price or the compensation by way of counterclaims towards the supplier is not permissible.

VIII. Place of fulfillment and legal domicile

1. Place of fulfillment is the domicile of the supplier. Legal domicile is, as far as the law does not provide something else, the domicile of the supplier. In case that the residence or the habitual abode of the customer at the time of the institution of legal proceedings is not known, as well as in case that the customer moves his residence or his habitual abode after the conclusion of the agreement outside the purview of the law, the legal domicile is always the one of the supplier.

IX. Miscellaneous

In case that single clauses of this terms and conditions are inoperative, the validity of the rest of the contract and his conditions is not affected by that.