

1. Terms of contract

Our general terms are deemed to be accepted when delivery of goods are taken or if our confirmation of order is not contradicted. We reserve the rights to withdraw from any contract whose fulfilment should prove impossible, for example, as the result of force majeure, strike, lockout or other unforeseen event and also the event of operating problems or delays in deliveries from our supplies, etc.

Our customers are responsible for the correctness of any drawings or samples submitted. Our drawings may only be made available to third parties subject with our agreement.

Any copies and/or reproductions of our catalogue material or parts thereof also requires our approval.

2. Prices and Delivery

Our prices are indicated in Euro, exclusive of any added tax that may be due. Such tax, where applicable, is to be charged at the tax ruling on the day of dispatch.

Unless otherwise agreed, all goods are supplied with the prices and rulings of the day of dispatch.

The prices for circular sawblades up to a diameter of 500mm include packing in cartons. The packaging of saws with a larger diameter is charged with a fee.

On orders up to a value of 1000, -€ (net prices) we are charging an appropriate fee for any cost appearing during delivery, it is being left to us to choose the least expensive means of delivery. Any

Costs for express shipping or express parcels will be invoiced separately.

Offers given for special tools remain firm for a period of 4 weeks.

Exports worth a more than 1000, - € (net prices) are send for free up to the border (Airports or Harbour, not including seaworthy packaging); anything exceeding that is charged with a delivery fee.

About cancelling an Orders: Orders can only be cancelled with our written approval leading to the customer being charged any costs that occurred up to the date of cancellation.

On Orders for special tools, we reserve the right to deliver a number slightly above or below the quantity ordered.

Goods may only be returned to us for credit subject to our prior approval, without costs occurring for us through their return. The customer will be charged the costs involved in processing the transaction and taking the goods back into stock.

3. Terms of payment

If no other terms have been agreed, our invoices are to pay within 10 days subject to 2% cash back or within 30 day (net price). Payment is to be made in Euro. Any Claims regarding parts of the supplied goods do not justify any delay in payment. Deliveries to any customer not known to us may be by cash on delivery or against payment in advance.

4. Retention of Property

Until all claims arising out of a business relationship, including the clearance of any refinancing or reversal bills, we retain ownership to all goods sold which may only be disposed of in the ordinary course of business.

Any cash payments, bank transfers or payments by check made against a bill of exchange drawn by us and accepted by a purchaser shall only be considered as payment once the bill of exchange has been honoured by the acceptor and we have thus been relieved of all liability in respect of the bill concerned. The agreed retention of property (without prejudice to any other agreements entered into) as well as any other rights reserved thus remain undisturbed in our favour at least until the bill of exchange has been honoured. The purchaser hereby assigns to the vendor all debts tied to him from a purchaser or accruing from a third party, together with all subsidiary rights, arising from the resale of the goods concerned, irrespective of whether or not the goods are reprocessed before being resold.

Where the goods concerned are utilized in conjunction with goods to which ownership is retained by some third party, then the vendor shall acquire joint ownership of the new product. The extent of co-ownership shall be based on the relationship between the invoiced value of the goods supplied by the vendor and the invoiced value of the remaining goods.

If, apart from the goods to which the vendor retains ownership, the processed product should only contain such items that are either the property of the purchaser or that have been subject only to a qualified sale, then the claim to the entire selling price shall be assigned to the vendor.

In any other case, i.e. where a number of suppliers share in the advance assignment, the vendor shall be entitled to a share the claims depending on the relationship between the invoiced value of the goods to which ownership is retained and the invoiced value of the other processed objects.

The vendor agrees to release the security due to him should the value of such security exceed the amounts due and still in arrears by more than 25%.

5. Guarantee

We guarantee the tools we supply to be of irreproachable quality when correctly used. Claims in respect of defects are to be made to us without delay. We are not liable for hidden defects(defective material, etc.) over which we have no control.

In the event of claims which we consider to be justified, the goods concerned will be either replaced by us or be reprocessed without charge.

We cant consider any claims that may arise due to delayed or consequential damage.

6. Exports

Any purchases made from customers living and working in Germany should be used in Germany. Goods made for exports need our approval.

7. Place of fulfilment and Governing Law

Herford, Germany shall be considered as the place of fulfilment and of jurisdiction in the event of any disputes. All legal action shall be subject to the law applicable in the Federal Republic of Germany.