

General Terms of Business

1. Offer

subject to immediate confirmation. - Specifications concerning dimensions, weight, delivery times, etc. are only decisive to a limited extent. In the event of damages, operational malfunctions and other unforeseen circumstances, also those of our sub-contractors, the delivery time shall be extended accordingly. Offers are valid for 30 days.

2. Prices

are charged in euros. - If materials prices, wages or other prima costs increase significantly after the day the offer was made or confirmed, we will reserve the right to charge higher prices respectively. - The price calculation presupposes that the payment terms are complied with.

3. Packaging

will be charged against cost price and will not be taken back.

4. Shipping

takes place for the account and at the risk of the customer/recipient ex works Philippsburg. Shipping costs shall therefore be generally borne by the customer. In any case, the customer shall bear the transport risk.

5. Payment

To unknown orderer, we only ship against advance payment or on a cash-on-delivery basis. If a payment target is desired, a sufficient amount of references must be provided. The invoices are due 30 days after invoice date without any discounts. We grant a 2% discount for immediate payments within 8 days after invoice date. (Abroad: 30 days net) Invoices for repairs or small orders up to a product value of EUR 26.00 must be paid immediately without any discounts. We charge interest on arrears at the current bank interest rate. We grant a 2% discount on bank transfers within 8 days.

6. Returns/exchanges

We charge a processing fee of EUR 25,00 for returns/exchanges that were not caused by us.

7. Dual-Use-Good: no

Our products do not fall under dual-use goods and do not have to be listed separately, nor do they require separate approval for delivery.

8. Retention of title

The product(s) shall remain my property until they has been paid in full.

9. Complaints

can only be taken into consideration up to 10 days after receipt of the goods.

10. Guarantee

For new goods delivered by us, as always, we make use of unobjectionable raw materials, processing and usability. For errors or defects arising from a lack of these properties - but not caused by external intervention - which occur during normal usage within 24 months, we will provide remedial services free of charge. Repairs carried out by us are covered by a period of 12 months for the warranty. We cannot accept any other claims and shall not provide any other reimbursement than maintenance or replacement in unobjectionable condition.

11. Place of fulfillment - Place of jurisdiction

Place of performance and court of jurisdiction is 76661 Philippsburg. The laws of the Federal Republic of Germany shall apply.

12. Additional agreements

as well as the purchase agreements of my customers, to the extent that they are in conflict with my General Terms of Business, are only applicable if they have been confirmed by me in writing.

**Deutsche Signal-Instrumenten-Fabrik
MAX B. MARTIN GmbH & Co. KG
76661 Philippsburg**

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