



## Conditions and Terms of Delivery



1. Orders are considered accepted by written acknowledgement only. Verbal agreements have to be confirmed in writing in order to become effective.
2. Unless otherwise specified in writing, prices are in Euro, for goods ex works, unpacked. They may be modified if different conditions prevail at the time of shipment caused by price increases for suppliers, increases of wages or otherwise. We may correct obvious errors and mistakes in our quotations, acknowledgements or invoices. We will not accept any legal claims on erroneous specifications obviously incompatible with the rest of our literature.
3. Packaging material will be invoiced at cost price.
4. Payment shall be made as per terms agreed by the parties. In case of default of payment, relative interest will be debited. It is not permissible to retain payment referring to any counterclaims whatsoever not accepted by the supplier, nor offsetting such claims against invoices. If delivery has been made before payment of the whole sum payable under the contract, equipment or products delivered shall, to the extent permitted by the law of the country where the products are situated after delivery, remain the property of the manufacturer until such payment has been effected. If such law does not permit the manufacturer to retain the property in the products, the manufacturer shall be entitled to the benefit of such other rights in respect thereof as such law permits him to retain. The buyer shall give the manufacturer every assistance in taking any measures required to protect the manufacturer's right of property or such other rights as aforesaid. To the extent applicable law permits, the buyer will from the beginning cede claims to the manufacturer which may arise from any resale of the products.
5. Deliveries will be kept as far as possible. Unavoidable delays do not entitle the purchaser to refuse acceptance of the merchandise or to assert any claims.
6. Shipment is on account and risk of purchaser and/or consignee. We cannot supply replacements in case of damage or breakage. Transport insurance is taken out only upon the express instructions of the purchaser. The purchaser carries the risk from f.o.b. factory even if shipment is on a prepaid basis.
7. Drawings, Dimensions and weights given in our drawings are without engagement copyright, patent and useful model patent rights on drawings, literature and products remain our property. Drawings and any other specifications are entrusted to the purchaser for personal use only for the particular quotation. They may not be copied in full or part or made available to third parties without our previous written consent.
8. Warranty. We grant six months warranty from date of invoice for all units we have supplied. All justified complaints due to material or machining faults or poor workmanship or finish will be settled by interchanging defective parts against perfect ones. Title to compensation is excluded in cases of transport damages, improper operation, deliberate destruction and normal wear. Each unit claimed defective has to be returned to us prepaid. Supplier must be given adequate time and opportunity at no charge to do the required changes or to supply parts or units and, if applicable, purchaser has to supply the help required. Supplier is not obliged to remedy defects in case purchaser does not meet his payment obligations. Supplier does not warrant if repair or replacement is made by unauthorised repair work by the purchaser. Claims for damages beyond those on the very unit are nil and void. All claims are limited to the invoice value of the defective goods. All further and sequential claims are excluded, particularly those requesting cancellation, price reduction or compensation for damages of any kind including those which have not occurred on the unit itself.
9. Return shipments for credit are accepted only after customer has obtained our previous consent. If after the acceptance of an order the supplier learns of a deterioration in the financial standing of the purchaser, supplier may ask to be furnished security or cancel the contract debiting the purchaser for expenses incurred. Supplier further is entitled to cancel the contract partially or completely in case unforeseeable events affect the company of the supplier or sub-supplier(s) and/or in case supplying the goods becomes impossible. The same applies in case the impossibility to fill the order becomes known subsequently. Customer is not entitled to damages in case of such cancellations. If supplier wishes to cancel the contract he has to advise the purchaser immediately upon gaining knowledge on the import of said events. Place of jurisdiction for both parties is P-6000 Castelo Branco.