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General sale and delivery terms

1. General

The following general sale and delivery terms become content of the sales contract, changes require written form. Purchase conditions which are contradictory or differing or other restrictions by the buyer are not accepted unless GTV Verschleiss-Schutz GmbH, in the following named seller, has confirmed agreement in written form for the particular case. Verbal agreements require our written confirmation in every case.

We are entitled to charge additional costs beyond the contract sum in case of legal wage increases or raw material price increases.

2. Charging

The actual valid prices of the seller at the moment of delivery are charged, plus legal turnover tax.

Our prices are calculated ex work Luckenbach.

The authoritative product weight for charging is determined at the shipping point. Excessive or short weight do not entitle objection and price reduction respectively.

3. Conditions of payment, payment transactions

Our material and spare part invoices are payable within:

10 days at 2% allowance, 30 days strictly net.
installation and wagework immediately strictly net.

Down and advance payment have to be done plus legal turnover tax.

For our installation invoices the following payment conditions are valid, unless there is no different written agreement:

30% after placing of order.
60% at delivery or readiness for shipment.
10% 30 days after approval, but not later than 30 days after delivery.

If the time-limit is exceeded default becomes valid without reminder in advance. In case of default default interest 5% higher than the actual bank discount is charged. Thereby we reserve the right to claim higher loss.

We are not obliged to accept bills of exchange.

In case of deterioration of the purchasers liquidity or in case of disadvantageous disclosure about him we are allowed to ask for advance payment or for sufficient bank securities even after business transaction. Also, all current accepts, bills of exchange and cheques can be withdrawn at full costs to the purchaser. We are not obliged to justify our demands. Retention of payment due to whatever claim of the purchaser as well as summation with possible counter claims is excluded.

Check of invoices by the purchaser has to be done within 10 days after receipt thereof. If there is no contradiction within this time-limit, the invoice applies accepted.

4. Delivery, shipment, passing of risks

The declared delivery time is only approximate and without obligation. We reserve for prior sale. The day, when goods leave the work or stock or when goods are provided to the customer is regarded as day of delivery.

Unencumbered events that prevent or severely complicate production or shipment entitle us to withdraw from the contract or to postpone delivery until the obstacles are removed. The same is valid, if such complications or hindrances in good faith provoke unacceptable costs. Complications in the above mentioned sense are especially: official measures, lack of raw materials, production and transportation problems.

The right to withdraw from the contract is also given, if essential changes in the business circumstances of the purchaser occur.

Customary articles for delivery of goods have to be interpreted according to the actual valid Incoterms. The seller reserves the right to chose adequate dispatch type sequence and mode. Additional costs due to special purchaser desires are charged to the purchaser.

The seller generally delivers ex work. All further purchase contract related fees, taxes, customs and costs are charged to the purchaser. Danger of destruction, loss or damage of goods is transferred to the purchaser, when the goods leave the work or stock or are provided to the purchaser.

Packaging is charged to the purchaser at primary costs.

5. Retention of title

The delivered goods only become property of the purchaser, if he has fulfilled all his obligations from the business relationship with the seller including all accompanying obligations. The retention of title even remains valid, if single demands of the seller are imparted in an actual invoice and balance is stroked and accepted.

However, the purchaser has the right to dispose of the goods in the frame of the orderly course of business.

If the seller sees the realization of his claims endangered, on demand the purchaser has to report distracts of our product carried out by third parties to us immediately. The retention of title extends on the new matter in the case of editing or processing.

Every other disposal, particularly pawning, cession in the exchange way or transfer of ownership as security on a debt is not allowed. The purchaser has to report distracts of our product carried out by third parties to us immediately. The retention of title extends on the new matter in the case of editing or processing.

The protection of the delivered goods also extends on the prolonged retention of title in the case of resale.

6. Complaints, claims, compensation

The purchaser needs to inform the seller concerning claims in written form immediately after receipt of goods. Simultaneously a sample of the claimed goods has to be submitted.

Objected goods may be returned only with explicit consent of the seller. Furthermore, it is precondition that 80% of the delivered goods are ready for control by the seller in non-partially fractured condition.

The written reprimand must be carried out immediately after detection of a hidden defect, but not later than five months after receipt of the goods. Limitation remains untouched of this. The burden of proof for the hidden defect applies to the customer.

If there is a defect, the purchaser can demand exchange of the goods free of charge only. Claim for loss due to direct and indirect damages are excluded. For processed goods claims cannot be accepted.

The prominent restrictions do not apply for damages from the injury of life, body or health. Mandatory legal liability regulations, such as the liability at the take-over of a guarantee or the product liability law, remain untouched.

Claims become time-barred in the case of §438, apron 1 no. 3 BGB, within one year after the legal limitation begins. Compulsive legal limitation and action regulations, the liability according to the product liability law and the regulations about the consumer packaged goods bargain remain untouched.

7. Place of performance, place of jurisdiction, right

Place of performance for the respective delivery and payment is Luckenbach.

Place of jurisdiction for the rights and obligations due to the sale contract is Betzdorf/Sieg. German law is applicable.