

Conditions of Sale and Delivery of DREMEC GmbH

1. General

Our conditions of sale and delivery are applicable for all services, even if the customer specifies otherwise. Silence on our part to the conditions of the purchaser is not regarded as an acceptance or consent.

2. Prices

The prices are valid for delivery ex works, including packaging and VAT.

3. Retention of Title

Until the complete payment of the purchase price incl. collateral charges the delivered goods remain our property. By processing or alteration of the goods the purchaser does not acquire the right of property of the new object according to § 950 of the German Civil Code (BGB). If the goods are processed, mixed, blended or joined with other objects, Dremec acquires co-ownership of the new product with a share representing the proportion of the invoice value of our goods, subject to reservation of ownership, to the total value. The Buyer hereby assigns the receivables from the resale or other disposal, such as delivery contracts with all ancillary rights to us proportionally, insofar that the goods have been processed, mixed, blended or connected, and we have obtained the amount of our invoice ownership. If the buyer's claim from the resale is set on a current account relationship with his purchaser, the buyer assigns his claim from the current account relationship to the amount of the invoice value of the goods subject to reservation, to us. We hereby accept the above assignment.

4. Terms of Payment

Payments must be made within 30 days from the invoice date net or within 8 days with 2% discount. Payments shall be made without any deductions and free of transaction charges to the deliverer's designated account. The purchaser may only set off such claims which are undisputed or non-appealably assessed.

5. Deliveries

The delivery period begins with the issue of the written order confirmation and after clarification of all execution details. If we should default, the purchaser must set an appropriate extension period for delivery. After the expiry of this period the purchaser has the right to withdraw from the contract if the goods have not been notified ready for delivery up to the expiry of this time extension. However, in this case the purchaser must accept partial quantities insofar these can still be delivered within the extension of time. In this case the purchaser is also obliged to purchase from subsets if these are not delivered within the deadline. We are always entitled to partial deliveries.

The goods are delivered in conditions customary to the trade.

We reserve the right, for technical and organisational reasons, to deliver an excess of up to 10% of custom-made goods. Because our products are sold by weight, considering the tolerances of scale counters, we only accept delivery deviations of more than 2%.

6. Liability

Our liability for damages and for the reimbursement of the Expenses, no matter on which legal grounds, is limited to gross negligence and intent. This also applies for breaches of duty of our legal representatives and vicarious agents. In case of slight neglect, no matter on which legal grounds, we are only liable for breach of contract. All limitations of liability are not applicable for claims in the context of violation of life, body, or health as well as for claims from the Product Liability Act (Produkthaftungsgesetz) and other compulsory liability constituting regulations.

7. Transfer of Risk

Each delivery – including free carriage – is at the risk of the customer. The transport risk is transferred to the customer as soon as the delivery of goods to a freight forwarder, carrier or collector, but at the latest when leaving our company, has been carried out. This also applies for deliveries carried out with our forwarders.

8. Notification of Defects

Complaints of all kinds, including those relating to the absence of guaranteed properties, must be received, in writing specifying reason for complaint, within eight days of receipt of the goods. Hidden defects are to be reported immediately after discovery. Any warranty ends after twelve months after receipt of the goods. The right of complaint is void if the customer continues to process, install or sell the product after the defect is discovered. Defects of basic material which are not visible during processing in our production are excluded from the warranty. In the case of founded complaints, we are obliged to either perform a rectification of the defect, credit the reduced value or to make a replacement delivery. It is our choice which of these options is taken. The right of complaint is void if the customer buys the goods after the discovery of the defect further used, processed, installs or sells. Material defects in the processing in our production are not visible, are excluded from the warranty. We are committed to reasonable notice of defect, at our option to repair, credit note or replacement of the reduced value.

9. Quality

The tolerances of our products specified in this catalogue as well as the DREMEC factory norm, which are based on the DIN 13, DIN 76, etc. apply. According to our Certification DIN-ISO 9001:2008 we guarantee, in standard cases, a screw nut mobility for outer threads.

10. Price Quotations

Price quotations are always subject to change. They are confirmed on an immediate acceptance. Quotation prices for special parts are valid for a period of 3 months, thereafter the price on our order confirmation is applicable. In the case of information from our stock, we reserve the right to prior sales. Lead times for custom made parts are only valid at the time of the quotation.

11. Website

Orders via our website are binding for both sides. The DREMEC GmbH does not guarantee the correctness of the displayed data.

12. Place of Jurisdiction

If the purchaser is a merchant who has been entered as such in the commercial register (Vollkaufmann) the sole place of jurisdiction for all disputes resulting from the contractual relationship is the principal office of DREMEC GmbH in Löhne / Westfalen. Only the law of the Federal Republic of Germany is applicable. The United Nations Convention on Contracts for the international sale of goods and the German conflict of laws (deutsches internationales Privatrecht) are not applicable. The German version of these terms and conditions is fundamental.

13. Severability Clause

If any of the above clauses is or becomes invalid, the validity of the remaining clauses of the contract as a whole are not affected.