Terms and Conditions

Application

InSCREENeX' present and future business relation shall be governed exclusively by the General Terms and Conditions of Sales and Delivery set forth hereinafter unless otherwise agreed upon in writing in the individual case. By placing an order the customer agrees with the terms and conditions below.

Order and Order Confirmation

All our offers are non-binding regarding price, quantity and manufacturing. Indicated measurements and weights are subject to tolerance which is customary in the trade. We reserve the right to make changes to construction and material. An order shall be deemed accepted only after we will have confirmed acceptance in writing or supplied the goods.

Prices/Payment

The prices indicated in the catalogue or confirmed in writing shall be applicable exclusively. Our prices do not include Value Added Tax. The invoice amounts shall be payable without deduction within thirty (30) days after invoice date. Possible partial shipments will be invoiced separately.

If the Purchaser defaults in payment, we shall be entitled to charge default interest at the rate of three per cent (3 %) per annum above the discount rate of the German Federal Bank.

Delivery

Delivery dates and periods shall be approximate and non-binding, unless they are agreed upon in writing and expressly identified as being binding.

Shipment fees

Within Germany
The basic shipment fee is 25 Euro (cooled by ice) resp. 50 Euro (dry ice).

Western Europe
The basic shipment fee is 50 Euro (80 Euro for Switzerland) and might be adjusted without further notification based on the shipment companies' tariffs for the target country. Fees for special shipments (cooled by ice or dry ice) are adjusted accordingly. Further information concerning current shipment fees can be requested at InSCREENeX at any time.

<u>Countries outside Europe</u>
Customers from outside Western Europe please inquire information concerning current shipment fees at InSCREENeX.

In the absence of a special agreement in writing, we may choose the mode and the means of shipment. Upon the Purchaser's explicit request and at his cost and expense, we can insure the goods against damage in transit on request.

The risk shall pass to the Purchaser upon delivery of the goods to the forwarding agent, the carrier or to any other person or organisation designated for the transport. This applies also if shipment is not made from the place or performance or within the same locality.

If shipment is delayed for any reason for which the Purchaser is responsible, the risk shall pass to the Purchaser on the day on which the goods are ready for shipment.

Retention of Title

The goods supplied shall remain our property until full payment has been made for all claims which are or will be due to us under the business relation with the purchaser or, in the event of payment by check or letter of exchange, until payment thereof. In the event that the current account method is used, the retained title shall be deemed to secure the balance due to us.

Notice of Defect and Warranty

Notices of defect must be made immediately, but not later than eight (8) days after receipt of the goods and be addressed directly to us in such a manner that we can check the defectiveness and the justification of the complaint.
We do not assume any warranty for products which are not stored according to the storage conditions indicated on their packs or delivery notes.

General Contractual Bases

If any of the foregoing provisions is invalid, this shall not affect the validity of the remaining provisions hereof. However, interpretation shall strive to establish a valid provision which approaches the original intendment of the valid provision. Place for performance for our deliveries and for payment shall be Braunschweig. Braunschweig shall have jurisdiction over any and all disputes. All legal relations and legal transactions between us and the Purchaser shall be governed exclusively by the laws of the Federal Republic of Germany.