

Conditions of Sale and Delivery

01/2021

The following conditions apply to the business relationships between FAUDI GmbH and their customers, insofar as no other conditions are agreed to the contrary in writing. Separate conditions apply to erection and assembly work. Conflicting purchase conditions of the buyer are not effective, even if these are not expressly contradicted.

1. Conclusion of contract

Solely the information given in the written confirmation of order is decisive for the content of the contractual relationship. Auxiliary arrangements and changes to the contract are not effective unless these are agreed in writing. FAUDI reserves the right of ownership and copyright to the offer documents, such as drawings, calculations and diagrams. Third parties may not be allowed access to these documents without FAUDI's prior approval.

2. Prices

The prices are quoted in Euro, ex works, and do not include the costs of packing, shipment, customs and insurance or other expenses. The offer prices only apply to orders placed within the binding deadline for the offer, as these are based on supplies made within the stated delivery time.

In the case of call-up orders, FAUDI will honour the prices on which the order is based for six months. The option of making a price adjustment for manufactures called up later is reserved, should prime costs change.

3. Delivery and shipment

The delivery date quoted is not binding. The delivery schedule starts once the order has been finally clarified. Claims to damages and withdrawal from the contract due to late or false deliveries to the detriment of FAUDI are excluded. Even in the case of non-delivery, no claims to damages exist. The delivery date is stated in good faith and applies ex works. Part deliveries are permissible. Shipment is made for the account and the risk of the ordering party, taking into account their dispatch instructions. If no particular mode of shipment is stipulated, the delivery is made by the way which appears most favourable.

Packing is charged at the direct cost price and is non-returnable.

4. Transfer of risk

As a matter of principle, risk is transferred to the customer at the point in time at which the object of delivery leaves the works or is erected ready-for-operation by FAUDI and handed over to the customer.

If shipment of the object of delivery or its acceptance by the customer is delayed due to reasons for which FAUDI is not responsible, then the risk is transferred to the customer at the point in time at which the delay in acceptance occurs.

5. Payment

Payment of orders up to a value of 15,000 Euro is due within 14 days after receipt of invoice at 2 % discount, or within 30 days after receipt of invoice, net, without deductions. Payment of orders with a value of more than 15,000 Euro is due at 1/3 of the order value on receipt of the confirmation of order as down payment, 1/3 is due upon notification of readiness of dispatch and the rest is due within 30 days after notification of readiness of dispatch or on receipt of invoice as the final payment.

Payment by means of bills of exchange or cheque-bill exchange is excluded.

6. Reservation of ownership

The goods or services supplied remain the property of FAUDI until all claims existing against the customer have been satisfied. As long as the reservation of ownership exists, the goods supplied may not be pledged; claims arising from the resale of the goods are hereby assigned to FAUDI. FAUDI is entitled to demand that manufactures in its ownership are returned immediately, particularly if payments have not been made or if cheques have not been cleared. Seizures made shall be notified to FAUDI without delay.

7. Warranty

FAUDI gives the purchaser a 12 months warranty from the transfer of risk to the extent that the object of purchase is free of defects in its materials and workmanship in accordance with the present state-of-the-art. Spare and wear parts are excluded. Complaints concerning obvious defects and incomplete services must be made within one week of receipt of the objects. This deadline for complaints also applies to concealed defects, although this first starts from the time that the defect is discovered. In the case of manufactures supplied which originate from third parties, FAUDI only gives the guarantee granted by its supplier.

A technical process warranty is not given unless all the technical qualifications required for the design of the system or manufactures have been notified to FAUDI. Insofar as the customer functions as a reseller or exporter and does not notify FAUDI of the end location of the manufacture to be supplied before the contract is concluded, fulfilment of warranty is limited to the customer's address.

Warranty claims are invalidated if the customer or third parties make changes, undertake repairs or return goods without FAUDI's prior approval. The warranty does not cover damage caused by normal wear and tear, nor improper installation or connection work performed by the customer or third parties. Claims for damages, reduction of the purchase price and withdrawal from contract to the detriment of FAUDI due to defective supplies are excluded.

In case of justified complaints, FAUDI is only obliged to take back the manufacture in whole or solely the defective part, or to perform rework. FAUDI has the choice of either reimbursing the purchase price or providing a replacement. Further-going claims against FAUDI, including those for any consequential damages, are expressly excluded.

Warranties from supplies and services made under licence agreements and any consequential damages are excluded as a matter of principle.

8. Place of fulfilment and jurisdiction

German law shall prevail for all relationships arising from the purchase contract. United Nations law and Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The binding places of fulfilment and jurisdiction, even if individual items are ineffective for the remaining provisions:

Place of fulfilment: 35260 Stadtallendorf
Place of jurisdiction: 35039 Marburg/Lahn