

## Terms and Conditions

valid from 1 March 2019

The following general terms and conditions apply to all orders between us and the receiving corporate customer or consumer (the person, firm or company who purchases any goods from us).

### 1. Offers

All our offers are non-binding and subject to change and have unless otherwise stated a validity of 30 days as of the offer's date. All offers are subject to prior sale. All prices are quoted net, exclusive of value added tax, customs and legal fees, packaging and delivery costs.

### 2. Orders

We consider the minimum order value of €25.00 net per order. For orders with a value of less than €25.00 net, an additional flat-rate handling fee amounting to €25.00 net plus VAT, packaging and delivery costs shall be charged. All delivery dates which are stated are approximate only and are deemed to have been agreed as being approximate in so far as they were not expressly designated by us as binding.

We shall not be liable or responsible for any delay, damage or loss that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract. Any order and order change must be confirmed by us in writing.

The place of performance for both parties is Halver, Germany.

### 3. Tools and Material Costs for Custom-Made Products

The tools and materials manufactured and used for custom-made products are charged proportionally and remain the property of Febrotec GmbH after product completion and delivery.

### 4. Delivery of Goods and Payment

Deliveries are generally carried out FCA Halver. Shipping is at the cost and risk of the customer. We reserve the right to process and ship the ordered goods in partial-shipping. Any import duties, taxes or shipping fees due at the time of delivery are the sole responsibility of the receiving customer.

For custom-made products we need to reserve the right of short or excess delivery by up to 10 % of the quantity ordered.

The standard terms of payment apply to every order. Payment must be made within 30 days net after receipt of invoice unless otherwise stated.

Generally, we reserve the right to determine that payment be made by credit card, bank transfer or PayPal in advance of delivery, especially for foreign customers or initial orders.

In case of late payment, we are entitled to charge a late payment fee.

### 5. Retention of Title

The Retention of Title Clause stipulates that goods supplied to you will remain property of Febrotec GmbH until we have received full-payment in cash or cleared funds for the goods

### 6. Quality / Claims

If the goods are delivered with obvious damage caused during delivery, please notify the defect to us in writing within 8 days of receipt of the goods/of delivery. We shall not consider complaints or damaged goods if these have not been reported to us in writing within 8 days of the receipt of the goods.

In principal, the return of goods shall only be accepted by us after prior agreement with us. They must be shipped to us free of charge.

Cash on delivery shipments will not be accepted. All costs incurred shall be charged to the customer.

### 7. Jurisdiction

All contracts between Febrotec and the receiving customer shall be governed by laws of Germany and the parties submit to the jurisdiction of Germany Courts of Law. The place of jurisdiction is in Iserlohn, Germany.

### 8. We do not accept any other Terms and Conditions of Sale.