

# General Terms and Conditions

## **Conditions of Payment and Delivery**

of the Comet Schleifscheiben GmbH, In Pottaschwald 5, 66386 St. Ingbert, Germany

### **I. Scope of Coverage**

Our sales conditions apply exclusively. We do not recognise terms of the customer which conflict with our sales conditions unless we have expressly agreed in writing to your terms. Our sales conditions also apply without reservation if we carry out the delivery to the client in the knowledge of conflicting conditions of the customer which deviate from our terms and conditions. All agreements between us and the customer regarding the execution of this contract are recorded in writing in this contract.

Our sales conditions apply only to companies as defined by § 310 paragraph 1 BGB.

### **II. Offer / Offer Documents**

If the order qualifies as an offer as defined by § 145 BGB we can accept it within two weeks. We reserve the ownership / copyrights of the illustrations, drawings, calculations and other documents. This also applies to written documents which are marked as "confidential." The customer must obtain our express written agreement for the transfer to a third party.

### **III. Prices**

Provided the order confirmation does not state otherwise, our prices apply ex works, excluding packaging. This will be invoiced separately.

The legally required sales tax is not included in our prices. They will be added separately on the day the invoice is issued at the legally required amount.

The discount requires a separately written agreement. Provided the order confirmation does not state otherwise, the net sales price (with no deduction) is payable within 30 days from the date of invoice. Legal obligations pertaining to the consequences of non-payment apply.

### **IV. Delivery in Instalments / Blanket Orders**

We are authorised to deliver orders in instalments. If we carry out the order at the request of the customer as a blanket order, the deliveries in instalments will be charged at the prices on the day of delivery.

Blanket orders must be accepted within 12 months.

## **V. Delivery Period**

The beginning of the delivery period as specified by us requires the clarification of all technical questions. The compliance with our delivery obligations further requires the punctual and correct fulfilment of the customer's obligation. The defence of lack of performance of the contract is reserved.

The delivery period is counted from the day of the order confirmation until the day of the delivery ex works. In special circumstances in which the manufacturing or the delivery is impeded or hindered, for example with situations that are beyond our control or other unforeseeable circumstances in our factory or with our suppliers, the delivery time is then extended to the duration these circumstances require. If a delivery is not possible due to these special circumstances we are free of the delivery obligation where we are not at fault.

## **VI. Transport / Transfer of Risk**

Provided the order confirmation does not state otherwise, the delivery is agreed upon "ex work." Special conditions apply for returning packages.

At the request of the customer we will take out transport insurance for the delivery, for which the customer will cover the additional costs.

## **VII. Complaints**

Customer warranty claims require that the inspection requirements and return conditions are complied with according to § 377 HGB. If there is a lack of abrasive available we will replace this by way of remedy at no cost. If the subsequent performance fails, the customer is entitled to a withdrawal or reduction at his or her discretion.

Other customer demands are excluded, regardless of which type. We take no liability for damages as a result of faulty handling of the abrasive by the buyer.

## **VIII. Deviating Order Quantities**

Contingent to the production process, the delivery quantity may not go above or below 10% of the number of items for the order quantity.

## **IX. Place of Execution and Jurisdiction**

The place of execution for the delivery and payment as well as the place of jurisdiction is exclusively at the district court in Saarbrücken for both parties.

**X. Safeguarding Clause**

If individual clauses of these terms and conditions become ineffective in whole or in part, the effectiveness of the other conditions will not be affected. The parties to the contract are obligated in this case to interpret the conditions and to achieve success as much as possible with the null and void or ineffective provisions.