

RELCO Group Germany GmbH – General Terms of Delivery and Terms of Payment

1. All articles, distributed by the RELCO Group Germany GMBH, henceforth briefly referred to as RELCO, are trademarked articles. The product descriptions by RELCO strictly do not include a guarantee of consistency. The producers of the products, distributed by RELCO, pursue an assortment policy of continuous technical improvement. Thus, we reserve the right to alter all products without prior announcement. The product specifications on promotional presentations (as for example on the internet, in catalogues, brochures, price lists) are purely informative and not to be seen as obligatory. Any liability on the correctness of promotional presentations is declined. A multiplication of RELCO documentations is only allowed with prior written approval.
2. The articles, distributed by RELCO, are compliant to CE conformity and generally also accredited by the VDE/ENEC, TÜV, IMQ. Details in the up-to-date catalogue. An international product liability insurance of the RELCO GROUP is existent, which, due to modification, is not to be classified as delivery commitment.
3. Delivery is carried out ex the distributing warehouse in Hilden. The delivery takes place on the risk of the buyer. The risk is subrogated to the buyer as soon as the delivery leaves our ware house.
4. Terms of delivery/ order value:

	Whole sale	Industry
Minimum order value	150,- €	500,- €
15,- € shipping flat charge up to	500,- €	1.000,- €
Free of shipping costs from	500,- €	1.000,- €
Additional charge for partial		
Packing unit quantity	10 %	10 %
5. Delays or limitations of deliveries, that occur without our fault or are verifiably ascribed to mobilisation, war, strike, lock-out or occurrence of unexpected hindrance, that are outside of the will of RELCO, do not entitle the buyer to withdraw the orders. In this case, the period of delivery will be adequately extended. Partial deliveries are acceptable, as far as they are reasonable for the buyer. The purchasing risk and delivery guarantees are not taken over.
6. Prices are quoted ex the ware house in Hilden including packaging plus the respective valid legal VAT. Payments must be made to RELCO. Orders of first time buyers are accepted only against advance payment. Apart from that, invoices have to be settled net within 30 days after the order date. Payments per cheque are valid only after credit entry. The relevant date for in time payment is the date of the payment receipt at RELCO. In the case of payment delay, RELCO will charge a default interest of 8% per anno on the respective base rent. Delayed payment can lead to delivery stop resp. to cancellation of open orders. The buyer can only accumulate with claims, which have been legally established as final and absolute or that have been confirmed in writing.
7. Deficiency claims have to be asserted in writing immediately after detection. RELCO has to be granted appropriate additional time for supplementary performance. Rejected articles have to be returned for inspection after prior announcement. If the inspection identifies fabrication or material defects or other deficiencies, RELCO chooses to either deliver parts for replacement or to grant a credit note. If a deficiency claim is made wrongly, RELCO is entitled to charge the arisen expenses to the buyer. If the supplementary performance fails, the buyer can cancel the contract or reduce the payment. If § 438 passage 1 no. 2 (construction and construction property) and § 479 passage I German Civil Code (right of recourse) are applied, deficiency claims prescribe within the there stated time limit. Claims on injury of health, body or life and claims from wilfully or grossly negligent breach of duty prescribe according to the statutory provisions. Incidentally, claims prescribe, subject to the § 377 German Commercial Code, 12 months after delivery. In the case of deliberate intention and grossly negligent breach, for compensation claims because of injury of health, body or life, because of acceptance of delivery- and purchase guarantees as well as for claims based on the Product Liability Act, we are liable according to the legal requirements. For deficiency claims based on delivery delay and deficiency claims instead of the performance, we are liable in the case of deliberate intention or grossly negligent breach according to the statutory provisions. If we culpably injure a primal duty, a cardinal obligation, the buyer is entitled to claims of a compensation of the damage instead of the performance; the liability is limited to the usually occurring, foreseeable damage. Incidentally, deficiency claims towards us (f. e. compensation for damages and reimbursement of expenses) are impossible.
For articles, which are reworked, altered or exposed to improper working conditions without our explicit prior written agreement, we do not have any obligation for defects liability, if the claim is traced back to reworking, alteration or to improper operation.
8. It is also forbidden to rework and/or modify our articles and/or to add any kind of special marks, that are suitable to be classified as the origin mark of the buyer, or that rise the impression that the articles are his special products.
9. Objections and exceptions do not entitle the buyer to suspend payments, to modify the kind of payment or to accumulate with his own accounts, except they are established beyond dispute or legally binding.
10. We reserve the ownership of delivered goods until the settlement of every dept claim from our business connection with the buyer. The buyer is entitled to resale only in an orderly business establishment against cash payment or subject to reservation of title. As a precaution, the buyer conveys to us the dept claims from resale against his customers including the balance claims, that result from the termination of the current account relationship, as well as the rights to cancel the current account and to determine the accounting balance. If the ownership of our proviso merchandise founders by working up, mixing or joining with other objects, the buyer conveys his ownership on the new objects to us for security covering in the amount, which corresponds the amount of the retail price including VAT, which is invoiced to the buyer. The buyer stores the objects for us free of charge. If RELCO products are sold by the buyer together with other goods, that are not in our ownership, at an all round price, the assignation is made only on the amount of the value of our invoice on RELCO merchandise. The same is to be applied for the amount of the assignation of a possibly upcoming current account claim of the buyer against his customer. The buyer is not allowed to pledge merchandise, that lies under our ownership proviso or to assign it for collateral security. He is obliged to immediately inform us about encroachment of third parties on our merchandise or on as a precaution towards us assigned dept claims.
If the buyer falls behind or if circumstances occur, that do no longer justify the guarantee of a term of payment based on objective criteria, we can, after withdrawing from the contract, insist that the merchandise is returned and every information is provided for the purpose of collecting the dept claims, which have been conveyed to us. The buyer is entitled to collect dept claims, which have been conveyed to us, up to the notification of the contract withdrawal.
If the value of our securities exceeds the value of our purchase price claim plus 20 %, RELCO carries out a transfer of securities to the buyer in this respect, if so wished by the buyer. It remains within the decision of RELCO, which kind merchandise or dept claims are transferred to the buyer.
11. The delivery relationship is subordinated to the law of the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods from July 17th, 1973 and the UN Convention on Contracts for the International Sale of Goods from April 11th, 1980 is impossible.
12. Court of jurisdiction is Düsseldorf.
13. By placing orders, the buyer accepts our at that time valid General Terms of Delivery and Payment. Differing agreements are only valid, if they have been confirmed by us separately in writing.

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