



Conditions of Delivery and Payment

1. General

- 1.1. Only our conditions for delivery and payment are valid unless otherwise specified in our order confirmation. Deviating conditions for purchasing the customer may have will not become term of the contract with the acceptance of the order.
- 1.2. If a specific term of these conditions is or becomes invalid, all remaining conditions shall remain valid.
- 1.3. Modifications of the contract or side agreements will be applicable only if confirmed in writing.

2. Conclusion of the Contract

- 2.1. All our offers are without obligation.
- 2.2. Contracts are accepted with the dispatch of our order confirmation and apply accordingly.

3. Delivery

- 3.1. Delivering times are not binding for us.
- 3.2. For agreed delivery times the period for delivery begins on the day on which we receive the written consent between the customer and the supplier and the customer has provided the supplier with all documents and items needed for the execution of the contract.
- 3.3. The compliance with the agreed delivery time takes place under reserve of correct and timely self supply of the supplier.
- 3.4. The delivery date is considered met if the delivery item is brought or fetched for shipping within the agreed period. If the handover is delayed due to reasons the customer is responsible for, the delivery date is considered met with the notification of the readiness for dispatch.
- 3.5. If the shipping or turnover of the delivery item is delayed due to reasons the customer is responsible for, he has to compensate the supplier for any costs incurred due to the delay. The supplier is entitled to bill these costs after the expiration of ten days counting from the day of notification of the readiness for dispatch or turnover.
- 3.6. If the delivery date cannot be met due to reasons the supplier is not responsible for or due to unexpected events, the period will be reasonably extended.
- 3.7. If the supplier cannot meet the delivery date (delay in delivery), the customer is entitled to rescission and/or amends only after a reasonable period of grace has been set.

4. Shipping

- 4.1. The shipment is made on account and at the risk of the customer. The packaging will be charged at cost price.
- 4.2. With the shipment of the delivery items the risk passes to the customer, even if the delivery is done partially and/or the supplier exceptionally pays for shipping and handling.
- 4.3. If the shipping is delayed due to reasons the customer is responsible for, the risk passes to the customer on the day of readiness for dispatch.
- 4.4. Delivered items have to be accepted by the customer, even if they show minor defects.
- 4.5. Partial deliveries are licit.

5. Claim of Remedy

- 5.1. Claims of remedy are excluded if the condition of the goods changes after the passing of the risk and/or the customer has to scrutinize and accept the goods prior to shipping.
- 5.2. Claims of remedy against the supplier are not applicable if a presupplier of the supplier has taken over the guarantee towards the customer.
- 5.3. Notification of defects shall be asserted in writing immediately after delivery, within ten days at the latest. At the same time the supplier is entitled to an opportunity to scrutinize the delivered goods or to have them scrutinized respectively.
- 5.4. If the claim is legitimate, the supplier reserves the right to repair or replace the goods free of defects at his own choice. Replaced parts become the property of the supplier.

- 5.5. The customer must give the opportunity and allow for the required time for the rectifications and replacements the supplier deems necessary; otherwise the supplier is not liable for any subsequent consequences.
- 5.6. The customer is only entitled to rescission if the supplier - with respect to the legal exceptional cases - fails to repair or replace the goods within a reasonable period of time. In case of a minor defect the customer is only entitled to an abatement of the contract price. In all other respects the right to abatement of the contract price remains excluded.
- 5.7. Any claim of the customer - on whatever legal foundation - expires after 12 month, if legally allowed.
- 5.8. **Warranty:**
All our catalog data are based on decades of experience in manufacturing our products and their practical application. However, general statements in the application of rod ends and spherical-plain bearings can be considerably restricted by unknown influences and conditions; therefore DURBAL strongly recommends further tests by the user. Due to the large number of possible applications of our rod ends and spherical bearings, we cannot assume any guarantee for the correctness of our recommendations in each case.

6. Pricing and Payment

- 6.1. Prices are ex works except packaging and except currently applicable VAT, unless otherwise agreed.
- 6.2. If the delivery shall take place more than four month after the conclusion of the contract, the supplier reserves the right to an appropriate price adjustment in the event that the relevant conditions for the calculation of the price have risen considerably since the conclusion of the contract, particularly material costs, wages and public charges.
- 6.3. Payments are due without deductions within 30 days after invoicing. If the payment has been made within 10 days and the net price amounts to more than 50,- Euro, we grant a 2% discount.
- 6.4. The customer shall assert a set-off or retention only to the extend that the claim is uncontested or recognized by declaratory judgment.

7. Reservation of Title

- 7.1. The delivered good remains our property until the customer has fully paid all bills receivable from our business connection with the customer. The customer has the right to resell the reservation goods within proper business connections, but he has no authorization to pledge or bail them.
- 7.2. The customer already cedes all bills receivable from the reselling of the reservation goods to us; our consent to this assignment in advance is herewith deemed to be granted. As long as the customer fulfils his obligations as our customer and is not in a state of liquidation, he is authorized to collect these bills receivable. At our request the customer has to provide us with all information required for the collection and to inform the party liable about the assignment of claim.
- 7.3. The customer has to undertake any possible processing or combination of the reservation good with other goods without the development of any obligations for us. We are entitled to become co-owner of the new thing in proportion of the value of the reservation goods to the other processed goods. If the customer is the sole owner of the new thing, he already transfers a co-ownership to us and keeps it with commercial care and free of charge.
- 7.4. If the customer resells the reservation goods together with other goods - no matter if with or without any processing or interconnection -, the assignment in advance agreed above is only valid amounting to the value of the reservation goods.
- 7.5. If the value of the existing securities exceeds the value of these bills receivable by 20% or more, we commit ourselves to release these excess securities upon request of the customer.
- 7.6. The customer has the obligation to notify us about any compulsory enforcement of any third party into the reservation goods or into the

allowances ceded in advance and to provide us with all documents required for intervention.

8. Other

- 8.1. Place of fulfilment for delivery and payments is Öhringen, Germany.
- 8.2. Only the law of the Federal Republic of Germany applies to the mutual contractual and legal relationship.
- 8.3. Place of jurisdiction is Öhringen.