

# Terms and conditions of business

valid from 06.10.2015

1. Payment: unless agreed otherwise, payments must be made within eight days of the invoice date without deduction. The payment shall be deemed to have been made on time only if the money is available to us within the above period.
2. The minimum contract value shall be 50.00 EUR net. If the minimum contract value is not achieved, a supplement shall be added until the minimum contract value is reached.
3. Shipping address: K.-H. Müller Präzisionswerkzeuge GmbH, Fürst-Dominik-Str. 44, 55758 Sien, Germany
4. Prices quoted are valid for delivery ex-works, not including loading, transport, customs, VAT or insurance.
5. The goods supplied (goods under retention of title) shall remain our property until all of our claims against the customer, now or in the future, have been fulfilled, including all balance claims on current account. The customer must handle the retained goods with care. To the extent that this is not covered by existing insurance policies, it shall sufficiently insure them at replacement value at its own costs against fire, water damage and theft. In the event that maintenance and inspection work is necessary, the customer shall have these carried out in due time at its own costs.

In the event of the seizure of the retained goods by third parties, or in the event of any other procedures by third parties, the customer must make reference to our ownership rights and must notify us in writing immediately, to enable us to enforce our ownership rights. Should the third party refuse to reimburse all court or non-court costs arising in this connection, the customer shall be liable for these.

The customer may use the retained goods and sell them on in the normal course of business, as long as it is not in payment default. It may not, however, pledge the retained goods or assign them to third parties by way of security.

The customer assigns to us by way of security, already at this point, all payment claims of the customer against its purchaser from the onward sale of the retained goods and the claims of the customer regarding the retained goods arising from any other legal ground against its purchaser or third parties, including all balance claims on current account. We accept this assignment.

The customer may collect these claims assigned to us on its own account and in its own name as long as we do not revoke this permission. Our right to collect these claims ourselves shall not be affected by this; however, we shall refrain from enforcing the claims ourselves and shall not revoke the collection permission as long as the customer fully complies with its payment obligations.

If the customer acts contrary to the contract – in particular if it falls into arrears with the payment of a payment claim – we may demand that the customer discloses to us the assigned claims and the debtors in question, notifies the debtors in question of the assignment and provides us with all documentation and information required by us in order to enforce the claims.

Any processing or modification of the retained goods by the customer shall be deemed to have been carried out on our behalf. If the retained goods are processed with other items which do not belong to us, we shall be granted coownership of the new item in the ratio of the value of the retained goods (final invoice amount including value-added tax) to the other items used at the time of processing. Additionally, the same shall apply to the new item created by processing as for the retained goods, to the extent that we have acquired coownership of it.

Should the retained goods be inseparably combined or mixed with other items not belonging to us, we shall acquire coownership of the new item in the ratio of the value of the retained goods (final invoice amount including value-added tax) to the other combined or mixed items at the time of the combination or mixing process. In the event that the retained goods are combined or mixed in such a way that the item of the customer may be deemed the main item, the purchaser and we already at this stage agree that the customer shall assign us proportionate coownership of this item. We accept this assignment.

The customer shall guarantee us the sole ownership or coownership of an item created in this way. Additionally, the same shall apply to the new item arising as a result of this combination or mixing as to the retained goods, to the extent at which we have acquired coownership of it.

If the customer requires it that way, we shall be obliged to release our securities if their realizable value exceeds the value of our open claims against the customer by more than 10%. In such cases, however, we may select the securities to be released.

6. In the event that we process a tool which is the property of the customer and, through this processing, we acquire a claim covered by the statutory entrepreneur's right of lien, the parties agree, in the event of return to the customer, that the tool shall be transferred to our ownership by way of security at the same time we renounce ownership of it. The customer shall take the tool into safekeeping on our behalf with the obligation to treat it with care and immediately notify us of any loss, damage or seizure by creditors of the customer. The assignment of security is subject to the condition precedent or satisfying all of our claims against the customer existing at that point.
7. If the customer acts contrary to the contract – in particular if it falls into arrears with the payment of a payment claim – we shall be entitled to take back the retained goods, once an appropriate deadline for payment has been set. The taking back of the retained goods shall constitute withdrawal from the contract. The transport costs arising from this shall be borne by the customer. Withdrawal from the contract shall also be deemed to have taken place if we seize the retained goods. We may sell the retained goods taken back by us. The proceeds of the sale shall be offset against any amounts the customer owes us, after deduction of an appropriate amount for the costs of the sale.

8. Cheques and bills of exchange shall be accepted only subject to receipt of the full consideration. Discounts and expenses shall be borne by the customer.
9. Dispatch shall be for the account and at the risk of the customer.
10. Court of jurisdiction and place of execution is Idar-Oberstein.
11. No liability can be accepted for any shattering of the tools during processing or for any material errors, hairline cracks, teeth breaking off, etc.
12. Complaints:  
The customer is entitled to make complaints within eight days. However, it must do so in writing. The customer undertakes to pack the suspect tools properly and send them to us within ten days, in order to allow us to check the complaint. The suspect tools must be returned to us in 55758 Sien within 15 days (starting from the day of supply). If the suspect tools are received by us later than this, we shall be entitled to refuse to carry out a check or further processing and to demand payment of the invoice amount in full.
13. Guarantee:  
K.-H. Müller Präzisionswerkzeuge GmbH guarantees freedom from faults of the processed item corresponding to the state of the art at the time in terms of craftsmanship for the period of one week. Naturally occurring wear and tear which can be imputed to negligent or incorrect use is not covered by the guarantee. Guarantee claims shall be considered only if they are notified to us in writing within eight days. No claim for a reduction in the price shall be considered unless we are unable to remedy any deficits caused by us. Compensation for direct or indirect damage is not guaranteed.

***Quality knows no  
compromise***

***CNC -controlled grinding in a  
complete machining process***