

General Terms and Conditions

1. For all deliveries

– including deliveries from our agents' stocks – the following terms shall be applied:

- 1.1 "Manufacturers Warranty Terms of Installation Equipment and Systems"
- 1.2. "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry for Commercial Transactions between Businesses" in the version as amended by Zentralverband der Elektrotechnik und Elektronikindustrie (ZVEI) e.V.", the German Electrical and Electronic Manufacturers' Association
- 1.3. The "Supplementary Clause Extended Clause of Reservation of Ownership" in the version as amended by Zentralverband der Elektrotechnik und Elektronikindustrie (ZVEI) e.V.", the German Electrical and Electronic Manufacturers' Association
- 1.4 In addition, the following paragraphs 2 to 12.

We will happily send you the above mentioned norms, delivery terms and clauses, if required. The documents can also be downloaded from our web site (www.spelsberg.de).

We herewith reject the conditions of purchase of our customer unless they are explicitly acknowledged by us.

Our terms will be acknowledged will be considered the sole binding legal foundation when delivery is taken of objects supplied by.

Order confirmations will only be sent if requested expressly.

2. Small orders

For less than 100 euro will not be granted any discount but invoiced gross for net.

3. Normal packing

Is that packing unit indicated in our catalogue. Should the ordered quantity not correspond with the quantity of pieces contained in our packing units we will delivery the best corresponding packing unit(s).

4. Sea- proof packing

Will be supplementary invoiced only in case of packing in containers.

5. Delivery freight prepaid

(freight paid, packing included) will be carried out within the territory of Germany for a net order value of more than 1,000 euro.

Haulage payable at destination shall be borne by the receiver of the goods.

6. Dispatch

will always be carried out at receiver's risk, even in case of agreed delivery freight prepaid.

7. Suitability and nature of goods

any indication and information concerning suitability, nature and application our of goods shall not discharge our customer from their own controls and tests. The customer processing our goods shall assume liability for dispositions prescribed by law, public agencies and electric supply companies.

8. Claims

shall only be acknowledged within 8 days of the receipt of the consignment. On receipt of the goods, the person delivering the goods must confirm any visible damage to goods in transit on the relevant delivery notes.

9. Return of goods

shall be rejected unless we have given our prior acceptance. In case of non-compliance, the company/person returning the goods shall assume liability for any costs and disadvantages.

10. Our payment terms

are within 10 days less 3 % cash discount or net within 30 days.

If the customer is in arrears of payment, we are entitled to claim interest for interest.

Should the customer's solvency be doubted, in particular in case of payment in arrears, we are entitled, subject to all other claims, to demand payment in advance or guarantees or revoke already granted credit terms.

11. Place of performance

for delivery, payment and other contractual performances of both parties is Schalksmühle. Place of jurisdiction is Lüdenscheid. German law governs the relationship between the contracting parties.

12. Data protection

We are entitled to use data arising from the business relationship with our customers, regardless their origin, within the meaning of the BDSG (the German Federal Data Protection Act).