HEBO
SPEZIALGLAS

DELIVERY AND PAYMENT CONDITIONS

1. Our deliveries are based exclusively on these General Conditions of sale. Adverse terms and conditions of the customers of the service department or of third parties are only valid if the service department expressly approves their validity in writing. If individual clauses of these General Conditions of Sale are entirely or partly invalid, this shall not affect the validity of the remaining clauses or remaining parts of the clause.

2. Amounts are invoiced in Euros (€), unless otherwise indicated. The prices are ex works Aalen, invoices are due net within 30 days (unless otherwise agreed). All invoices shall become due for payment within 30 days net from date of invoice without discount. Payments made by the purchaser shall only be considered to have been made when the money is available to HEBO Spezialglas. For deliveries within Germany, VAT is charged additionally. Any cash discounts, if agreed upon, shall be permitted only in the amounts specified and in the specified period. If the payment deadline is exceeded all the legal consequences of default will become effective, without special warning. Calculation of arrears in the amount of general interest will be reserved by us. The total balance is then due for immediate payment. Based on the total order quantity, over- or under-supply of + / - 7% are agreed. In the event of payment not being made on time, HEBO is entitled to charge the appropriate statutory rate of interest. Claims for any further compensation for delayed payment shall remain unaffected.

3. Our delivery times are not binding due to the peculiarities of glass handling and unforeseeable events. Our contractual obligations exist with title on a timely delivery by our suppliers.

4. Performance for deliveries and payments is Aalen. When shipped, the risk passes to the buyer as soon as we have handed over the goods to a carrier chosen by us.

5. Rejecting the goods is only possible within 10 days of receipt of the goods by the buyer. Warranties for technical equipment and systems shall expire 24 months after delivery. Excluded are wear and tear parts, for which no guarantee is offered. If goods are returned, our consent must be obtained prior to any return shipment. If the delivered goods are faulty, or if they do not correspond to requirements expressly made, HEBO Spezialglas will provide replacement products or cancel the invoice. We are liable for secondary damages in the maximum amount of the invoice of each item delivered to the buyer.

6. Drawings, dimensions and weights are not binding unless expressly mentioned. The Customer warrants that the submitted drawings do not interfere in the control of any third parties. In the case of rights of recourse we are to be held harmless.

7. The delivered goods remain our property until full payment is made, even for resale to third parties. The goods may be processed and resold under the following terms:

- If the buyer meets the obligations of the business relationship in fully and on time.
- The retained goods shall remain our property, even after treatment and in com bination with other goods. HEBO Spezialglas is the manufacturer and proprietor of the formed goods by § 950 BGB, the purchaser is merely the custodian. If the value of formed goods exceeds our claims by more than 90%, the buyer may ask us for securities.
- Creating liens of the goods are not allowed. The buyer must notify us immediately if any third party shall have access to the reserved items.
- We commit ourselves to release the goods immediately after payment of the full amount has been made to HEBO Spezialglas.
- For sales abroad, the respective property law is valid.

8. Our liability arises solely from these Conditions of Delivery and Payment. All non-listed claims are not valid. This does not apply if traded with intent or gross negligence.

9. Jurisdiction is Aalen. We are also entitled to take accusation at the residence of the buyer.