

General Terms and Conditions of Supply and Payment

For products of VLM GmbH, Innovative Korrosionsprüfgeräte, Labortechnik & Dienstleistungen
D-33689 Bielefeld, Heideblümchenweg 50

I. General Provisions

1. All deliveries, services and offers of VLM GmbH – in the following VLM - shall be exclusively subject to these general terms and conditions. The business terms and conditions of the partners, unless expressly recognised by us, have no validity. The terms and conditions of VLM can also be downloaded from our website <http://www.vlmgmbh.de>.

II. Conclusion of contract

1. All offers of VLM are without obligation. They also apply by electronically transmission without signature. All orders as well as any additional commitments on the part of VLM shall require written confirmation or delivery by VLM. Our partners are bound – as far as not agreed differently – 14 days to the order.
2. Orally made or electronically transferred orders only become legally valid if confirmed in written by VLM or delivered with an commercial invoice to our partners.

III. Minimum order

1. The minimum valid of the order is 50,00 € excl. VAT. VLM charges 15,00€ for orders below this minimum amount of order besides individual export fees and shipping costs.

IV. Prices

1. All price quotations are without obligation and exclusive of turnover tax, ex - works, plus packing. Additional costs for packing and transportation shall be indicated according to our experience in the confirmation of order if necessary. If the order or the weight of the goods exceeds this quotation, the actual price shall be indicated separately.
2. VLM calculates the prices in Euro, valid on the day of delivery, plus value-added tax. VLM reserves the right for price alignments due to unexpected price increases of our suppliers.

V. Delivery prices and partial delivery

1. Delivery dates in offers and confirmations of orders, of other business relations or electronic media, are principally not binding. This applies especially to individual products or first editions of new equipment. Contracts shall be concluded subject to the correct and timely delivery by our suppliers and undisturbed production.
2. In the case of a delivery being failed to comply or delayed by Force majeure, industrial disputes, fire, unforeseen events, delayed delivery by our or their suppliers, failure or hindrance of our transport contractors or events not justified by VLM, an extension of the delivery period will be granted appropriate to the circumstances. This applies especially if VLM is in delay of delivery by the occurrence of these events.
3. Both parties can withdraw from the contract if the obstruction lasts longer than three months or the delivery appears to be impossible. The client is not entitled to any substitute claims.
4. Partial deliveries are permitted, provided that no other agreement for complete delivery exists.

VI. Cancelling of orders / Return of goods

1. In the event of cancelling an order by the client, VLM is entitled to charge the emerged costs of the cancellation. This applies especially to the cancellation and resignation costs charged to VLM by our suppliers.
2. Cancellations of orders for individual products, chemicals, or other products are fundamentally not viable.
3. Returning non-deficient good to VLM post-free shall only be permitted with explicit permission of VLM. VLM is entitled to charge compensation fees for arising costs of material inspection and restoring or returning the good to our supplier. The fee shall be up to 10% of the product value, but at least 15,00 € plus turnover tax or the rights to reduce the credit for returning the goods.

VII. Dispatch and transfer of risk

1. Risk shall pass to the customer upon the goods being dispatched by VLM. The risk and costs are being transferred to the partner on handover to railway, forwarding agent, freight carrier or other methods of transport. In the absence of any special agreement, we will select the transport method and routing. In special cases or agreements, VLM reserves the right to insure the goods at the expense of the customer.
2. Risk shall pass to the customer with handing over the goods to transportation. This also applies to partial delivery or additional services, for example costs of transport or if VLM has undertaken delivery.

3. Packing shall be done by VLM according to the safety regulations and for dangerous substances according to the lawful regulations. In the event of a damaged delivery, the customer shall make a complaint at once to the distributor. This also applies to missing goods.
4. In the event of a delay of the customer accepting the goods, VLM reserved the right to charge a fee, in which the customer reserves the prove of lower damage.

VIII. Guarantee / duty of investigation

1. The customer is obliged to examine the goods at once after receiving in accordance with §§ 377, 378 HGB (German Trade Law), whether the goods are in accordance with the contract relating to composition and amount. Faults of the received goods and deliveries of other than the ordered goods and amounts must be reported to VLM at once.
2. If the customer fails to complain to VLM timely, the goods shall be accepted in composition and amount by the customer. Regarding to guarantee or obligingness we shall follow the respective conditions of the manufacturers.
3. In the case of a defect delivery or goods, we must be given the opportunity of assessing the notified defect. VLM is not liable for any damage deriving from the delivered goods themselves. This exclusion does not apply to intention and improper use. In the event of failing to meet these obligations, or failing to do so twice within a reasonable time in accordance to the contract, the partner may withdraw from the contract or demand price reduction.
4. Second-hand products are subject to a maximum guarantee of twelve months.
5. Objected goods shall only be returned to VLM only with our explicit permission. The customer is required to return the goods in original package, or in accordance to the safety regulations of the chosen transportation or express delivery. In the case of dangerous material, the inner and outer packing must be according to the lawful regulations of the transport of dangerous goods. In support of a rapid performance, the customer shall include a copy of the invoice, the delivery note and a detailed description of the faults.
6. VLM shall not take any guarantee for faults due to inappropriate packing by the customer.
7. In the case of inappropriate guarantee claims, provided that they are based on intention or improper use, VLM shall charge additional fees for emerged expenditures. We reserve the right to charge costs claimed our suppliers.
8. Products, which are not manufacture by VLM and are returned without any agreement, will be returned unrepaired and will be charged.
9. Repairs outside the guarantee will be charged.

IX. Reserved ownership rights

1. We reserve the right of ownership of the goods supplied until full payment
2. The customer transfers any claims and rights regarding the goods under reserved ownership rights in the proportion of the invoice value of the goods to VLM
3. The customer shall insure products, which are under reserved ownership rights by VLM, against fire, water, theft, and burglary. The rights of this insurance shall be handed over to VLM and VLM hereby accepts the assignment.
4. We reserve the right of ownership in respect of the goods supplied until all claims under the business relationship with the partner have been met. The customer hereby assigns to VLM in full with all receivables arising from the goods subject to retained ownership rights from reselling them or for any other legal reasons including all balances under trade credit terms.
5. Under reserved ownership rights the customer is not permitted to sell, impound, to undertake safety detention, renting out or removing the goods abroad without explicit permission in written by VLM.
6. If the goods, which are subject to reserved ownership rights are processed or inseparably mixed with other items not owned by us, we shall acquire joint ownership of the new product in the proportion of the invoice value of the goods which are subject to reserved ownership rights to the other processed or mixed items at the time of processing or mixing.
7. The customer must inform us immediately in written of enforcement measures taken by third parties in respect of the reserved ownership rights

X. Payment terms

1. All invoices shall be made free of charge to the bank accounts stated on the invoice. Cheques will only be accepted on account of performance. If the payment terms are not met, we shall be titled to charge - subject to extensive claims of damage replacement - interest at the lawful rate.
2. In the contractual relation the right of retaining and refusal or performance of the customer is not acceptable, excluding undisputed or legally valid recognised counter-claims

XI. Other claims, liability

Unless otherwise specified, any claims against us are excluded. This shall not apply to claims for damages of intention or negligence and damages for the breach of duties arising from the obligations according to the legal regulations. Insofar our liability is excluded or limited, this is also applicable to the personal liability or our workers, employees and personnel.

XII. Advice and consulting without obligations

We advice and consult our customers to the best of our knowledge in the application technology but always without any obligations. This applies especially regarding any property rights of a third party. Our advices do not release our client from the need to check and verify our advised or delivered products for applicability in own liability.

XIII. Place of fulfilment, Court of jurisdiction

1. The place of fulfilment for all claims out of a contract between the client and us is the registered office of the VLM GmbH.

2. As far as the client is a merchant who has been entered as such in the commercial register, a legal body of public law or a separate estate under public law, Bielefeld, Germany, is the exclusive court of jurisdiction for all direct and indirect arising disputes resulting out of a contractual relationship.

XIV. Applying and imperative Trade Law

1. The Law of the Federal Republic of Germany is imperative, whereas the appliance of the unitary International Trade Law (UNCITRAL – agreement) shall be excluded.

XV. Data Protection

We are entitled to record and use all relevant information about our clients electronically under the attention of the German Data Protection Act . Furthermore we are entitled to pass information about our clients to a third party if resulting from a contract or are necessary to fulfil a contract, especially to credit institutions or contractual partners as far as necessary for the order transaction. However, data of our clients will not be passed to any other address particularly not for commercial use.

XVI. Validity

If one or more provisions of these terms should be legally invalid, all others provisions will not be effected and will stay valid.

VLM GmbH

Commercial register, AG Bielefeld, Germany, HRB No.39070