



## **Terms of Payment and Delivery**

1. The following terms shall be deemed to have been accepted by the customer and shall become legally binding with placement of the order. Divergent conditions shall only be valid if we have explicitly accepted them.
2. Every effort is made to deliver goods as quickly as possible. However, compliance with a delivery deadline cannot be guaranteed. Liability for delayed delivery due to Acts of God, natural catastrophes, shortage of raw material, labour disputes and other events beyond my control shall be excluded.
3. Delivery shall be made free domicile or free German border, including normal packaging, for orders with a minimum goods value of EUR 1.750. We shall charge EUR 12.78 for packaging and processing of orders worth less than EUR 200 (net).
4. In the case of deliveries made to order, we reserve the right to deliver excess or short quantities of 10%.
5. Payment: Invoices are issued with the date of delivery and are payable net cash within 30 days. If this deadline is exceeded, the customer shall be deemed to have defaulted without prior reminder. We reserve the right to charge interest on the defaulted payment if the deadline is exceeded. The customer shall not be permitted to set off against possible counter-claims.
6. We warrant the perfect quality of the material, provided that it is used, processed or laid correctly. In the event of a warranty claim, we shall either supply a replacement free of charge or shall not charge for the material delivered. Further costs (installation costs, etc.) shall not be accepted. Visible external defects must be reported in writing within not more than 30 days of receiving the goods.
7. Since not all applications can be covered, the following rule shall apply: When designing profiles or determining sizes, we advise the customer to the best of our knowledge, but without liability for correctness. The suitability of the profile or material must in all cases be verified and tested by the user himself. The person ordering the profile shall also be responsible for verifying that third-party property rights are not infringed by the profile.
8. The delivered goods shall remain our property until they have been paid for completely. As long as we retain ownership of the goods, all sums receivable or received as a result of further processing and/or resale shall accrue to us to the amount invoiced for our goods. All costs for own acceptances or customers' acceptances shall be borne by the customer.
9. The present Terms of Payment and Delivery shall remain legally binding for all sales by Estorfer Kunststoffbetrieb GmbH even when individual parts thereof have become invalid or prove to be invalid.
10. Place of performance for delivery and payment shall be Estorf, exclusive place of jurisdiction shall be Nienburg/Weser.

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