

General Terms and Conditions

As of January 2013

1. General

These terms and conditions apply to all offers, quotations and contracts in respect of supply of goods and services.

2. Quotations, Offers and Contractual Agreement

Offers are non-binding unless specifically agreed upon. Each contract requires a written order confirmation. Invoices are raised at time of order dispatch.

3. Quotations

Quotations are based on estimated labour and material cost. Any changes and amendments resulting in additional or simplified workload are to be negotiated separately. All prices stated are exclusive of Value Added Tax.

4. Quality and Condition

a. Proto Types

Prototypes are produced in various, individually agreed upon, procedures. They correspond with the drawing / 3D blueprint provided by the client.

Prototypes are to be inspected and approved in writing by the client at all times. Where further processing without existing approval is required due to short completion deadlines the client signs responsible for any risk of error. Where prototypes are ordered with a finish, only areas as defined by the client are supplied with the finish. Finish includes surface sealing, prime coat and varnish of the prototype according to the structure or surface condition, e.g. VDI 3400, as outlined by the client.

b. Casting Moulds

Casting moulds are for exclusive in house use only and are not supplied. The stated mould output is the minimum output; where moulds are capable of a higher output, parts can be re-ordered at any stage. Casting moulds suitable for further output shall be stored for a maximum period of 2 years and then be disposed of.

c. Casting Parts

Casting parts shall be cast coloured or transparent in PU in shore hardness grades from A40 to glass fibre strengthened, very high grades of shore hardness. PU Casting parts are manufactured according to DIN16901 Tolerance group 130A. Heat resistance of the casting parts ranges between 60° - 115°C, depending on requested material.

5. Dispatch and Delivery

As a standard procedure, delivery costs for deliveries in foreign countries are borne by the client. Any additional cost for special requirements, such as next day delivery or part-delivery etc. is also to be borne by the client.

On receipt of goods via a courier or parcel service, packages are to be checked for their external condition. Any visible damage is to be reported to the courier immediately and confirmed by the courier with the issue of a receipt.

6. Terms of Payment

Amounts due as indicated on invoices are payable within 14 days without reduction or within 7 days from invoice issue date with a 2% discount. Payment is valid from the day the paid amount is available to the supplier. Should the supplier receive notification of a client's possible lack of funds after entering a contractual agreement, can payment be requested prior to the previously advised due date. The supplier also reserves the right in such cases to hold delivery of goods ordered until payment is received.

The supplier is entitled to raise interest rates on overdue amounts outstanding. The interest rates are calculated according to loan interest rates of financial institutions. In cases of payment default, we reserve the right to declare the entire amount due as defaulted. Any and all costs for recuperation of the debt are to be borne by the defaulter.

7. Reservation of Ownership

Supplied goods shall remain the property of the company fast part Kunststofftechnik GmbH. Where goods are further processed or altered by the client, an extended reservation of ownership applies. Ownership of the resulting products shall remain with the original manufacturer fast part, in accordance with § 950 BGB. Pledging or uses of the goods as security are not permitted.

8. Complaints and Guarantee

Fault issues and other claims must be reported and described in writing immediately on discovery, at the latest within 14 days of receipt of the goods.

The client has to allow the supplier the standard period of time and opportunity to rectify any faults. Should the client refuse to comply with this, the guarantee is considered waived, with the supplier exempt from liability.