

General terms and conditions of the company raro plastics gmbh, Berlin

I. Proposal

Prices and delivery times in the proposal are subject to change. We reserve ownership rights to our cost estimates, drawings, and other documents. They are not to be made available to third parties.

II. Order confirmation

After receipt of an order we will send a confirmation notice of the order to the customer. This concerns all details of delivery, i. e. prices, parts, amounts, etc. Acceptance of the order confirmation completes the sales contract. Any ancillary agreements and changes require our written acknowledgement in all cases.

III. Prices and payments

1. All our prices are in Euro, applicable ex factory (excluding any packaging); taxes are additional.
2. Prices and additional costs are established based on the current cost factors. Should there be any change in these factors before final delivery, we reserve the right to adjust the prices and additional costs.
3. Payments, without any deductions, must be made upon receipt of the invoice, unless other arrangements (i. e. pre-payments, COD, bank collection, letter of credit) have previously been made.

IV. Developments, tools, and moulding equipment

1. All tools and moulds used for our production, fabricated or acquired by us, as ordered by the customer, remain our property, even if the customer has paid for partial cost of the tools.
2. The customer has no right of ownership when he has paid only partially for the cost of tools.
3. If the customer has paid for the complete development and production costs, he is entitled to ownership of the equipment as well as any products manufactured from them.
4. For developments executed based on customer specifications, we do not verify whether existing patents have been infringed upon. We reject any such infringement claims.

V. Delivery time

1. Delivery time begins with the sending of the order confirmation, but not before receipt of all the appropriate documentation and releases, nor before the receipt of the agreed upon payment (pre-pay, partial pay, bank credit).
2. We consider that delivery time has been met by us when the merchandise has left the factory within the specified time period or the customer has been notified that it is ready for shipping.
3. Delivery time may be delayed in the case of unexpected hindrances beyond our control. This also applies to any hindrances originating with subcontractors. In important cases we will inform the customer of the beginning and the end of such hindrances. We reject any customer claims concerning delivery delays or delays that occurred through unforeseeable obstacles.
4. Our part in meeting delivery times presupposes the fulfillment of the customer's part of the contract.

VI. Passage of risk and acceptance

1. The risk is transferred to the customer at the time of shipping. This also applies when a partial shipment is to follow, or if we have assumed any other services such as shipping or transportation costs.
2. Any delivered merchandise must be accepted by the customer, even in the presence of minor defects, his rights in section VIII notwithstanding.
3. Partial deliveries are admissible.

VII. Reservation of ownership

1. We reserve ownership of the goods and other services until all charges incurred in our business relationship have been paid.
2. The customer may not pawn the merchandise nor transfer ownership for purposes of protection until all charges incurred in our business relationship have been paid. In the case of attachment or possession or other disposition by a third party, the customer must notify us immediately.
3. In case of noncompliance with the contract by the customer, especially non-payment, we are entitled to repossession of the merchandise and the customer is obliged to release it.
4. The reservation of ownership by us does not indicate a retraction of the contract.

VIII. Warranty

1. After receipt, the customer must inspect the merchandise at his premises immediately, and must notify us in writing of any defects without delay (§377 HGB).
2. The delivery date of the merchandise at the customer premises must be verified upon request.
3. Should there be any verifiable defects, our liability excludes any claims for damages of any kind, but at our discretion we will replace the shipment free of charge or reimburse the sales price to the customer.
4. Warranty claims during normal equipment usage will be honored for a maximum time of 12 months.
5. We do not accept responsibility for damages caused through misuse by the customer or a third party.
6. Separate agreements must be executed for products manufactured from moulds provided by the customer, since we do not guarantee dimensional accuracy and function of the moulds.

IX. Jurisdiction at place of performance, applicable rights

1. Place of performance for delivery of the merchandise and all other mutual claims is Berlin Tempelhof, Germany.
2. For all disagreements arising from the contract, the responsible court of justice of the manufacturer (raro) must be contacted. German law applies in all cases.

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