



Sales terms and delivery conditions of DSM Messtechnik GmbH

General Regulations

1. Contractual partner of the customer is the DSM Messtechnik GmbH, Dieselstraße 16, 73431 Aalen.
2. Our delivery will only be carried out based on the following regulations.
3. Variations of these sales terms and delivery conditions are only valid, if they are arranged explicitly and in written form.
4. Differing sales terms and delivery conditions of the purchaser will not be accepted. In fact, the purchase order is classified as implicit acceptance of our sales terms and delivery conditions.
5. Claims of the purchaser can't be assigned without our agreement.

Execution / Design

The execution/design of the system is carried out according to DSM standard.

Other executions/designs require a written confirmation and will be quoted and charged separately. Technical variations, which serve the progress, are possible at any time and without advance notice.

Pricing

Ex works (EXW) excl. costs for packing, transport and insurances plus the legal VAT (value added tax).

Payment

All payments within 30 days due net.

By first-time customers: 50% advance payment by order confirmation.

Delivery Date

The dispatch from DSM is carried out as specified in the order confirmation. In default of special arrangements, this date is classified as approximate and without obligation.

Circumstances, which don't result from our fault, release us from the compliance with the delivery dates.

Contract Penalty

Every regulation of a contract penalty because of delay, which the customer includes in his purchase order, is without legal effect for DSM. This is based on the provisions of Article 1 of these general sales terms. If a contract should not be able to be implemented, because the ordered goods or the services aren't available, we will inform the customers about this.

Reservation of proprietary rights

The goods remain our property until complete payment.

If these are sold to a third party, all rights of the purchaser devolve to DSM.

Guarantee

24 months in multi-shift operation, except wear and tear parts. Provided that damages arise, which don't concern the delivery item itself, we are liable up to max. the amount of the order value. Production downtimes as well as missed benefits are excluded from this.

Guarantee Completion

The guarantee completion can only be provided in the manufacturer's plant. In case of repairs, the units have to be delivered to DSM carriage paid, in case of warranty claim the return delivery is free from charges for you. Goods which are sent freight forward can't be accepted. By a guarantee completion on site or outside of Germany, the travel expenses will be charged T&M basis.

Passing of risk

The risk passes over to the purchaser with the dispatch EXW. Also if a carriage free delivery has been arranged. If the dispatch is delayed because of a fault of the customer, the risk already passes over to the purchaser starting from the day of the readiness for dispatch. Cargo insurances are only made on wish and costs of the purchaser.

Exchange/Return

Goods, which have been ordered wrong respectively units which aren't needed anymore can basically not be taken back respectively exchanged. This has to be decided as the case arises and can only be made with authorization of the management.

We hope our quotation suits you and would be very pleased to receive your purchase order.

Mit freundlichen Grüßen aus Aalen
DSM Messtechnik GmbH

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