



## **1. Acceptance of Order**

Quotations are always without obligation on part of Ingenieurdienst Risto. Orders are only to be considered as accepted when Ingenieurdienst Risto has given the purchaser a written confirmation of the order.

## **2. Delivery**

The delivery period shall be considered observed when Ingenieurdienst Risto has informed the purchaser that the goods are ready for dispatch before expiry of this period. Ingenieurdienst Risto is entitled to make part deliveries.

## **3. Prices and Conditions of Payment**

The prices quoted are calculated as net prices and will be invoiced in Euro plus the purchaser has to pay the relevant statutory value-added tax. Payment is to be made in Euro only and in full without deduction immediately upon receipt of invoice.

Should Ingenieurdienst Risto has to pay such expenses as a result of the Delivery Contract, then the purchaser is to refund these costs to Ingenieurdienst Risto.

Ingenieurdienst Risto is entitled, without prejudice to more extensive claims for compensation, to charge interest on late payments at a rate of 10%.

The purchaser only has the right of set-off and the right of retention if its counterclaim is legally established, undisputed or recognized by by means of legal judgement.

## **4. Retention of Title**

Ingenieur Risto retains title to the delivered goods until full payment is made of all obligations, including accessory claims in close connection with the delivered goods.

Should the reserved goods be sold by the purchaser, irrespective of whether the goods are sold alone or together with further goods not delivered by Ingenieur Risto, the purchaser assigns to Ingenieur Risto at this time all receivables amounting to the value of the reserved goods, which accrue out of the resale by the purchaser, together with all ancillary rights. Actions taken by third parties against Ingenieurdienst Risto 's property, e.g. by way of levy of execution, are to be reported to Ingenieurdienst Risto in writing immediately.

## **5. Shipment and Complaints**

Shipment in any case is made for the account and at the risk of the purchaser. Should the shipment be delayed as a result of circumstances which are beyond the control of Ingenieurdienst Risto, then the risk shall pass to the purchaser as from the day of readiness of shipment. In this case Ingenieurdienst Risto shall insure the goods at the request and expense of the purchaser. The costs for the storage of the objects of supply are to be borne by the purchaser.



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Complaints concerning the delivery must be communicated to Ingenieurdienst Risto immediately after receipt when returning the delivery note.

Complaints concerning the invoicing of the shipments are to be made immediately on receipt of the invoice.

## **6. Warranty, Liability and Rescission**

Ingenieurdienst Risto guarantees that the goods they supply are in the condition as laid down in the contract at the time of transfer of risk.

If the purchaser presents proof to Ingenieurdienst Risto of defects as to the goods or parts of them within the warranty period, in particular concerning inferior material, poor workmanship, bad construction or the lack of assured characteristics, Ingenieurdienst Risto is obliged, to the exclusion of other claims, to improve the faulty parts or to deliver new parts free of charge according to their own choice. The warranty period is 12 months as from the day of delivery.

Ingenieurdienst Risto is not liable for natural wear and tear and improper treatment of the goods of supply.

Regarding faults on outside products which are essential for the functioning of the goods of supply, Ingenieurdienst Risto is liable to the purchaser in the same way as the manufacturer is liable to Ingenieurdienst Risto.

The warranty expires if the goods delivered are modified without the agreement of Ingenieurdienst Risto or except in case of endangering of operating safety or in order to avert disproportionately great damage, repaired; in the latter case the warranty expires also in case of inappropriate repair.

The above regulation correspondingly applies when remedial work or replacement parts are faulty. For these Ingenieurdienst Risto is liable with a new warranty period of up to a maximum of 6 months after expiry of the original warranty period.

All claims of the purchaser which are based on delivery of performance not in conformity with the contract or injury of duty of diligence become invalid one year after delivery.

The purchaser is entitled to rescind if Ingenieurdienst Risto, after commencement of delay in delivery, have allowed a reasonable additional period of time, which has been granted for the supply of the ordered goods, to expire by their own fault or if Ingenieurdienst Risto has allowed a reasonable additional period of time which has been granted to get rid of the defect in the supplied goods for which Ingenieurdienst Risto is responsible to expire by their own fault. The reasonable additional period of time does not begin until the defect and the liability of Ingenieurdienst Risto has been recognized or proved.

## **7. Law**

The law of the Federal Republic of Germany shall be applicable to these Conditions and to the entire legal relationship between the Parties with the exception of International Private Law and the UN Convention on Contracts for the International Sale of Goods.