



Terms and conditions for R&D-products and services

Status as of 01/2016

Our terms and conditions are based on the general delivery conditions of the electronic industry, („Grüne Lieferbedingungen“ – GL) for use in business transactions with companies, including the „supplementary clause: Extended retention of title“ of the Zentralverband Elektrotechnik- und Elektroindustrie (ZVEI) e.V., Stresemannallee 19, 60596 Frankfurt/Main in their latest version. These will hereinafter be complemented by our conditions.

For software deliveries and services, the respective license agreements apply.

1. Quotations: Our quotations are non binding. Agreements become binding only by our written confirmation.

2. Quality warranty: The information in all quotations are, unless otherwise agreed, merely approximate. Certain product features are not assured. Reasonable design changes due to technical developments are reserved.

3. Prices: Prices are understood to be in € for all deliveries ex works. They do not include the cost for freight and packaging, import and export charges, transport insurance, fitting and commissioning. The VAT will be charged separately at the legal rate valid at the time of delivery.

3.1 Price validity: After price validity has expired, we reserve the right to adapt the agreed prices according to altered labour costs and material costs at the time of delivery. If the contractual products contain precious metals or other materials being subject to sudden upward spurts in price, there is no time limit for price adjustment.

3.2 The customer does not acquire the right to own or use a tool by reimbursement of proportionate tool costs.

3.3 Partial delivery: Each partial delivery is considered to be an autonomous transaction.

4. Conditions of payment

4.1 Settlement:

- For net contract values under EUR 6.000,00 net on receipt of invoice
- For net contract values above EUR 6000,00
40 % of the total with the order
60 % on delivery

R&D has the option to demand payment in advance at any time or to change the conditions of payment.

4.2 Payment must be made within 14 days of the due date.

In case of default we will charge interest for the delay period at a rate 5% above the interest rate charged by the Deutsche Bundesbank at the subject time.

We reserve the right to extend our delivery periods for all ordered contract objects, to discontinue production and current commissioning activity or to terminate services by at least a period equivalent to the delay of payment due on order confirmation or on delivery.

4.3 Should the customer delay the production of the product, all services rendered up to the time of the agreed date of delivery must be paid for in total at that date.

5. Retention of title: Art. III ALB-ZVEI in conjunction with the supplementary clause: Extended retention of title in their latest version.

6. Warranty/ liability for material defects:

6.1 The warranty extends for 12 months after delivery ex works R&D with the following exceptions:

For products which were commissioned by R&D on machines or on other plant the warranty extends to 12 months after termination of commissioning, however, not longer than 18 months after readiness for dispatch. In case of modernisations the warranty on the work carried out or on the manufactured parts extends for 6 months on single shift operation as per the delivery conditions of the VDW; on bought-in parts items the warranty of the supplier applies. It commences with termination of commissioning, but extends latest 12 months after readiness for delivery.

6.2 The warranty includes the replacement of materials as well as the work carried out free of charge by R&D at their works in Mönchengladbach. For work carried out outside the R&D works the additional personnel costs, travelling costs and expenses incurred must be borne by the customer, providing a personnel service contract has not been agreed beforehand.

6.3 If during warranty work it becomes clear that the fault is not part of the R&D delivery, the customer will have to carry the costs incurred.

6.4 Defects have to be reported immediately by the customer to give R&D the opportunity to get informed. Further claims than those referred to and allowed in this section, especially concerning remuneration of wages, failures, lost profit or other subsequent costs are excluded.

7. Supplementary conditions: The products supplied are subject to German Export Regulations. The export from the FRG is permissible only according to the regulations of the Federal Office for Export Control (BAFA). The customer is held responsible for the adherence to these regulations right up to the end user.

8. The delivery conditions apply to each order. Deviating customer conditions are not acceptable, even if we have not expressly declined such acceptance.

9. Place of jurisdiction: Mönchengladbach