

PRO CAR Terms of Delivery and Payment

1. General

With the "General Terms of Delivery concerning the Products and Services of the Electrical Industry" taken as the basis, we are selling under the following terms and conditions unless expressly agreed to the contrary and made out in writing. Our terms of delivery shall prevail even in cases, where buyer expressly excludes the validity of supplier terms and conditions and an expressive objection has not been effected from our side. For any verbal arrangement or subsidiary agreement to be binding, they require to be confirmed by us in writing.

2. Prices

Prices are ex works and within the Federal Republic of Germany with Value Added Tax, as valid at the time. On-cost for precious metals are detailed in our invoices and calculated on the average market price basis of the preceding month.

3. Delays

Delays for delivery will be given to our best estimate without binding us. With respect to the timing of any delivery buyer shall have no right to claim a delay in performance based on any statement from our side.

4. Terms of delivery

FCA (Schalksmühle), including packaging. For orders below € 200,-- a processing fee of € 20,-- will be charged. For special type orders we reserve the right to over respectively under-deliver up to 10% of the quantities ordered respectively confirmed.

5. Terms of payment

Within 10 days from invoice date less 2% discount, within 30 days net. For any acceptance of bills bank charges will be born by the party issuing and require our special consent. We reserve the right to request collateral or payment in advance. In case of non-performance we are entitled to withhold all deliveries. Buyer, however, shall not be released from its obligation to accept the goods.

6. Reservation of ownership

Seller retains the title of ownership to the goods delivered by it and, which shall be disposed of only by way of doing proper business, until full payment from a contract has been received for amounts due inclusive of contingent bills that have been refinanced and acceptor's bills.

By integrating these goods into any other product the title thereto shall not pass on to buyer be it in part or in full; any further processing shall be at no cost to and exclusively in favour of seller. For the event of the title of ownership to the goods ceasing to exist for any reason whatsoever, seller and buyer herewith and hereby agree that the title of ownership to such goods having been processed shall pass on to seller, who herewith confirms to accept such transfer of title. Buyer remains depository thereof at no charge to seller.

By integrating any goods with retained title of ownership seller automatically acquires co-ownership to the new products. The extend of co-ownership results from the ratio of amounts invoiced for the goods delivered by seller to the amounts invoiced for the new products.

Buyer herewith transfers all accounts outstanding from such sale of goods under reserved ownership to seller even inasmuch as such goods have been integrated into other products.

In case the product, where seller's goods have been integrated, include goods to which only seller retains the title

of ownership, or which have been delivered under the so-called single party reservation of ownership, buyer transfers its entire purchase money claim to seller. In the other case, i.e. a combination of such assignment of claim to several suppliers, seller shall be entitled to only a proportion of such claims in the ratio of the amounts invoiced for its goods to the amounts invoiced for other goods integrated in the product. Inasmuch as seller's total claims without any doubts are secured by such assignment in excess of 125%, the surplus of such outstanding accounts will then be released to buyer upon buyer's request and at seller's selection.

As long as buyer observes its obligation to make payments to seller it shall be entitled to collect outstanding accounts for its own credit until such right will be revoked. If buyer becomes insolvent, or makes any voluntary arrangement with its creditors or becomes subject to any administrative order, filing a petition to go into or declaring bankruptcy, faces any protest against a cheque or bill or has any property seized, then its right to sell or process any of the goods or to collect outstanding accounts will come to an end. Outstanding and assigned accounts received after such event immediately shall be deposited on a special bank account. A possible repurchase of any of the goods will be effected for security reasons only and shall constitute no withdrawal from the contract notwithstanding any subsequent payments in parts.

7. Warranty

Provided they are substantiated, queries of any kind will be considered within 15 days from the date of receiving the goods only. Any goods so queried at our discretion will be replaced at no cost to buyer, reworked, or taken back against credit for the contracted price.

In case of any warranty failing or becoming impossible buyer will be entitled to withdraw from the contract. Claims are limited to the above warranty.

8. Tooling

All tooling supplied for the manufacturing of our products will pass into our ownership even in cases where the cost is shared in by the party ordering.

9. Modifications

We reserve the right to modify or improve any of our products.

10. Diverging and supplementary conditions

The acceptance of any order and delivery of goods by no means shall constitute an acceptance of buyer's terms and conditions. Such acceptance will require our expressive confirmation in writing. In addition to these terms of sale and delivery the "General Terms of Delivery concerning the Products and Services of the Electrical Industry" shall be in force.

11. Law, place of performance and jurisdiction

These terms and conditions shall be governed by German law. Place of performance for delivery and payment shall be Schalksmühle. Place of jurisdiction shall be Lüdenscheid.

PRO CAR GmbH + Co. KG

Auto- und Bootszubehör
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