



Terms and conditions

Terms and Conditions for the Sale of Goods (Export Version)

The following terms and conditions shall exclusively apply for all MN export sales and shall be an integral part of each single agreement concluded between the parties.

Verbal agreements are only valid if confirmed in writing. In any case of placing an order the buyer acknowledges our terms and conditions. Other conditions require our previous consent in writing. For continued business operations these terms apply to every order even if not mentioned explicitly.

1. Quotations and Samples

Our quotations are subject to change without prior notice; agreements only become valid with written confirmation of an order. Statements and any details in advertising materials shall not constitute any kind of warranty.

Samples sent are not binding and without obligation; differences between samples (and earlier deliveries) to present deliveries will be avoided as much and as far as possible. Minor differences in presentation and quality, as well as size and shape, which are unavoidable in the course of production and preparation of the goods, do not give the buyer neither the right to reject such goods nor have any damage claims.

If an order shall be deemed as an offer, we reserve the right to accept this offer within a period of three weeks.

Technical service, application service or scientific information, written or oral, by application or data material, shall be deemed as a not binding advice in any kind. This shall not hold the buyer free and harmless of his own obligations, especially the incoming goods quality control, validation of any application, certification, inspection etc.

Any information, statements or representations, written or oral, by MACHEREY-NAGEL's employees, agents or representatives are not binding unless confirmed in writing signed by a duly authorized officer on our business paper.

2. Prices

All prices of this price list are net prices in Euro (EUR / €) except when discounts are explicitly agreed upon. Our prices are exclusive of VAT. Goods are charged with the prices valid on the date of delivery. If payment in another currency is accepted and prices have been raised between the date of order confirmation and the date of delivery, due to increasing cost of raw materials, wages or other reasons beyond our control, we reserve the right to charge the prices valid on the date of delivery by currency conversion from Euro (€) into the agreed currency.

3. Delivery / Transfer of Risks

All prices are f.o.b. for transport by sea resp. f.c.a. for transport by air resp. free German border for transport by truck or parcel post, including export packing for orders with a net value of at least € 300.00.

From the time of delivery to the f.o.b. point, resp. to the German border, the goods shall be at the risk of the buyer.

We are not liable for damage or loss during transportation. Except when explicitly specified by the buyer we will decide on the appropriate type of transportation. If the type of transportation is specified, the buyer has to bear any additional costs hereof. The same shall apply in the case of raised transportation costs after signing of each single agreement but before delivery. It is impossible to exchange the goods except of binding governmental regulations.

Where delivery of the goods is to be made by the seller in bulk or by special order, the seller reserves the right to deliver up to 15 % more or 15 % less than the quantity ordered and the quantity so delivered shall be deemed to be in the quantity ordered. Where our products are accepted to be returned for any reason other than warranty pursuant to Clause 8 below the Seller (MN) – subject to successful incoming quality control – reserves the right to make a charge against the Customer being the greater of (a) 20 % of invoice value towards the costs incurred by the Seller for carriage, inspection, packaging and the like as a result of such return or (b) such sums as MN may be charged by its suppliers in respect of the return of such products in the event that the products constitute non-catalogued items or (c) such sums as MN may suffer as loss due to the products being not for sale because of their quality as OEM products.

4. Date of Delivery / Force Majeure

We try to comply with the agreed date of delivery. Date of delivery shall be the day the goods leave works or stocks and if this shall be impossible to fix, it shall be the date of delivery at the buyer.

If the performance by either party of their respective obligations or undertakings under these terms and conditions or each single purchase contract is delayed by any occurrence not occasioned by the conduct of either party of this agreement, then the party so affected shall be excused from any further performance for whatever period of time after the occurrence as may be reasonably necessary to remedy the effects of that occurrence. Either party shall have the right to withdraw from the contract after 8 weeks of delay. If delivery is delayed due to the above reasons the buyer cannot claim any rights.

5. Regulations

Referring to § 3 of the Council Directive relating to restrictions on the marketing and use of certain dangerous substances and preparations, poisonous and very poisonous goods or products are only to be sold to dealers who have the permission of § 2 section 1 and an employee with expert knowledge. These goods have to be used only for their special purposes. The buyer acknowledges this restriction and shall be obliged to inform us immediately if he does not have those qualifications set forth above.

Referring to the Federal Data Protection Act of Germany you confirm your agreement to the storage of all relevant commercial data in our computer system by placing an order. The preceding sentence shall be construed as a notification required by § 33 Federal Data Protection Act of Germany.

6. Terms of Payment

Letter of credit, irrevocable and confirmed, is the rule. Terms for customers with an open account are 30 days net. In case of cheque payment the cheque shall be covered and cashed by a German bank. If a handling fee is charged, we reserve the right to forward this bank fee in full amount to our customers. Other terms of payment require our previous written consent. For invoices unpaid over 30 days beyond maturity we will charge interest on arrears amounting to the usual bank rate, at least as set forth in § 288 section 1 and 2 of the German Civil Code. Irregular payments entitle us to discontinue delivery to the buyer without any compensation. Instead of the agreed terms of payment we can ask for advance payment or security deposit, should doubts as to the solvency of a buyer arise.

In case of liquidation of a buyer's company, an oath of manifestation or a change of ownership due to financial difficulties we reserve the right to withdraw from the contract. We reserve the right to use incoming payments for liquidation of the oldest debts, in sequence as follows: costs, interests and then debt claims.





7. Patents and Third Party's Rights

If products are custom-made to specification, the buyer assumes the responsibility that the manufacture of these products does not infringe any patents or rights of a third party. The buyer is liable for all damages and claims resulting from such infringement and hold the seller free and harmless from all claims.

8. Returns and Damage Claims

All goods have to be checked immediately on receipt. Damage claims are only acceptable in writing within 8 working days of receipt of all the goods. In case of legitimate claims the buyer can only require replacement of the goods. If replacement is not possible, the buyer has the right to choose between alternative products with same value or refund. The buyer cannot claim further compensation. All returns must first be authorized by us in writing. We offer a one-year warranty from date of delivery that our products will conform to applicable specifications set forth in the product specifications if not sold to persons set forth in § 13 of the German Civil Code. In such a case, the provisions of the German Civil Code shall be valid.

The above warranty is given by the seller subject to the following conditions:

- The seller shall not be liable in respect of any defect in the goods arising from any design or specification supplied by the buyer;
- The seller shall not be liable under the above warranty if the total price of the goods has not been paid by the due date for payment
- The above warranty does not extend to parts, materials or equipment manufactured by or on behalf of the buyer unless such warranty is given by the manufacturer to the seller.

This warranty does not cover defects in or damage to the products which are due to improper installation or maintenance, misuse, neglect or any use other than ordinary commercial application.

Any discharge from liability will be void if a defect results from a heavily negligent or intentional breach of contract or if the buyer will be bodily injured as a result from a negligent or intentional breach.

The seller shall not be liable for the goods being fit for a particular purpose unless otherwise agreed upon, to which the buyer intends to put them.

This warranty is strictly exclusive. Any further damage compensation is impossible.

MACHEREY-NAGEL makes no other warranty of any kind whatsoever, and *specifically disclaims and excludes all other warranties of any kind or nature whatsoever, directly or indirectly, express or implied, including, without limitation, as to the suitability, reproducibility, durability, fitness for a particular purpose or use, merchantability, condition, or any other matter with respect to MACHEREY-NAGEL products.*

In no event shall we be liable for claims for any other damages, whether direct, indirect, incidental, compensatory, foreseeable, consequential or special (including but not limited to loss of use, revenue or profit), whether based upon warranty, contract, tort (including negligence) or strict liability arising in connection with the sale or the failure of MACHEREY-NAGEL products.

9. Retention of Title / Ownership

The goods shall remain of our property until full payment as previously agreed has been made. In the event of non-payment, we shall have the right to re-sell the goods to a third party.

The seller shall have the absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the seller.

Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent, and shall keep the goods properly stored, protected, and insured on his own costs.

If the goods are processed or reshaped by the buyer and if processing is done with goods that seller has no property in, seller shall become co-owner of the products.

The same shall apply if seller's goods are completely reshaped and mixed with other goods.

If third parties take up steps to pledge to otherwise dispose of the goods, the buyer shall immediately notify the seller in order to enable the seller to seek a court injunction in accordance with § 771 of the German Code of Civil Procedure. If the buyer fails to do so in due time he will be held liable for all the damages caused.

10. Applicable Law and Jurisdiction / Miscellaneous Clauses

All contracts are subject to the laws of the Federal Republic of Germany. In the case of a legal dispute the jurisdiction of the court in Düren (Germany) will be decisive and have exclusive jurisdiction over the seller. The seller shall have the right to bring a claim before a court at the buyer's principal place of business or at his discretion before any other court being competent according to any national or international law.

In the event that any provision of these Terms and Conditions is invalid or becomes invalid, the remainder of the Terms and Conditions shall remain unaffected thereby. The invalid provision shall then be replaced by such provision as comes as close as possible to the economic purpose of such invalid provision, taking reasonable account of the interests of both Parties.

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