

General terms of sale and delivery of HASCO Hasenclever GmbH + Co KG

Customers resident outside the Federal Republic of Germany

Business transactions with customers resident outside the Federal Republic of Germany are governed by the UN Convention on Contracts for the International Sale of Goods (UN Sales Law) unless its regulations are modified or amended by the provisions set out below. Terms and conditions of purchase of the customer do not apply.

1.1 The quotations and offers of HASCO are binding unless explicitly referred to as non-binding. For orders worth less than 100.00 € (net) HASCO charges a service charge of 10.00 €.

1.2 Ownership of the contract goods is only transferred to the customer after the goods have been paid in full.

1.3 Unless agreed otherwise, payment is to be made in €. If payment is not made when due, the customer is liable to pay interest from the due date in the amount of 9 % above the base interest rate valid at the time according to § 247 German Civil Code ("BGB"). All costs incurred as a result of debt collection are borne by the customer.

1.4.1 HASCO standard types, special types and hot runners as well as the appropriate accessories are developed for applications in the professional sector. Our products are intended for processing by specialist tool-making firms and the like which are familiar with the recognized standards of good practice, the relevant DIN standards and the guidelines of the guilds and professional associations.

1.4.2 All general documents issued by HASCO that pertain to the combination, assembly, arrangement or processing of our products as well as any reports on combinations and installations that have already been completed are mere application proposals that do not contain any binding technical statement for any specific individual case. When using such documents, the customer is obliged to critically consider ever in his own responsibility whether the existing proposals are in every respect suitable and appropriate for his specific application since it is impossible to cover, in the said general documents, the multitude of installation and performance situations actually occurring in practice. In case of doubt, the construction engineer must request our technical support for the specific application in question.

1.5.1 The customer warrants and is liable for that goods manufactured by us according to the customer's planning or design specifications do not constitute or cause an infringement of third-party rights. In the case that we are held liable by a third party for an alleged infringement of industrial property rights caused by the manufacture or delivery of such goods, the customer will indemnify us against any and all such claims. In this case, we will only take defence action if the customer requests us to do so, bindingly confirming at the same time that the customer will bear all costs incurred in connection with such an action. In this case, we will be entitled to demand the provision of security with respect to the costs of litigation.

1.5.2 The customer is not allowed to use the documents and drawings made available to him as well as any constructive creations or proposals for the design and manufacture of tools, special types, hot runners or other manufacturing equipment provided by us for any purpose other than that mutually agreed upon. The customer is not allowed to make such documents, drawings, creations or proposals available to third parties or publish them without our consent.

1.5.3 Both the customer and HASCO are obliged to treat all commercial and technical information that is not evident or manifest and is mutually disclosed in the context of the business relationship as business secrets. Drawings, models, moulds/ templates, samples and the like must not be left or otherwise made available to third parties. The copying or reproduction of such items is only permitted within the limits of the business requirements and the applicable copyright regulations.

1.6 The delivered goods must be inspected without undue delay ("unverzüglich"). Notice of non-compliance of the goods with the contractual requirements must be given without undue delay ("unverzüglich"). Non-compliance with the contractual requirements can only be claimed within a preclusive period of 6 months from receipt of the goods; this preclusive period also applies in the case of hidden defects.

1.7 All claims of the customer for non-compliance of the goods with the contractual requirements are subject to a limitation period of 12 months from the date of due notice given in accordance with sec. 1.6.

1.8 If the goods do not comply with the contractually agreed requirements, HASCO - notwithstanding Art. 46 of the Convention - is entitled to provide substitute delivery ("Ersatzlieferung") instead of subsequent remedy or improvement ("Nachbesserung"). In this case, the customer is obliged to make the non-compliant goods available to HASCO at HASCO's expense.

1.9 HASCO can only be held liable for damages for non-compliance of the goods with the contractual requirements if such non-compliance is based on a negligent or intentional conduct on the part of HASCO. The liability of HASCO for damages is limited to a maximum amount of € 25,000.00.

1.10 The place of jurisdiction is that of HASCO's domicile. However, HASCO may also sue the customer at the place of general jurisdiction applicable to him ("allgemeiner Gerichtsstand").