Terms of delivery in foreign countries

General

All transactions are subject to the international rules for the interpretation of Commercial Terms (Incoterms 2010) issued by the International Chamber of Commerce and the following conditions:
1. Quotations are valid only for the country specified therein. The customer shall have 45 days after the date of their issue. Any quotation may be withdrawn at any time and may be withdrawn at any time unless otherwise agreed in writing.
2. Quotations are valid only for the country specified therein. The customer shall have 45 days after the date of their issue. Any quotation may be withdrawn at any time and may be withdrawn at any time unless otherwise agreed in writing.
3. Neue Herbold shall be entitled to terminate a contract in the event of its execution becoming impossible or if its execution cannot be reasonably expected in view of changed circumstances. Neue Herbold shall especially be entitled to refuse execution, if, owing to circumstances occurred after conclusion of the contract, it is to be apprehended that the payments to be effected by the customer cannot be obtained in full and/or in time.

Scope and Prices

4. Neue Herbold are only responsible for the execution of orders the acceptance of which has been confirmed by Neue Herbold; assembly work is subject to separate conditions.
5. All prices are quoted net and in the absence of other arrangements are understood ex works inclusive of packing.
6. Costs of insurance and packing and customs duties and port charges are billed separately.
7. Import duties, Consular fees or any other fees imposed in the country of destination are included in the price only if such inclusion has been expressly specified.
8. In the event of Customs duties and similar charges being included in the price, the price stated will be based on current rates applicable at the time. Only actual costs will be charged.
9. Neue Herbold will undertake to comply with export regulations regarding packing and weights and Customs duties only in the event of accurate specifications having been received from the customer.
10. In the case of fluctuations in the value of the currency or in the costs of labour or materials Neue Herbold may demand that the original ratio of the value of the goods involved and payment thereby be maintained.

Specifications and Drawings

11. Statements regarding weights and dimensions, drawings, descriptions and other details supplied by Neue Herbold are only approximate and without obligation. Accurate outline drawings are supplied free of charge upon request of the customer.
12. Neue Herbold or their sub-contractors retain the right of ownership and copyright in respect of all drawings. No drawings may be made available to third parties without Neue Herbold’s prior consent.

Terms of Payment

13. Unless other arrangements have been made in writing all payments are to be made to Neue Herbold in cash without deductions and in the agreed currency in such a manner that 50 per cent of the price is paid when the order is placed and the remaining 50 per cent as follows:
   a) for deliveries c.i.f. and f.o.b. when the goods are reported to be ready for dispatch;
   b) for deliveries c.i.f. and f.o.b. at a presentation of the invoices and shipping documents with a German bank, but no later than one month after the goods have been reported to be ready for dispatch.
14. Delays in the time of delivery occurring through no fault of Neue Herbold shall not affect this method of payment.
15. Neue Herbold are entitled to ask for an irrevocable letter of credit to be opened with a bank of their choice and for security for outstanding payments.
16. If Neue Herbold shall have suffered losses from events of the kind mentioned above as a result of the receipt or delivery of parts of outside origin and the damage caused thereby has not been covered by insurance according to Neue Herbold’s instructions, the customer shall be liable to Neue Herbold on any claims under the delivery contract.
17. The customer undertakes to keep the goods in a proper and satisfactory condition for such period of time as the reservation of property shall be in force and to have any necessary repairs carried out without delay.
18. In the event of the customer failing to meet its obligations in respect of payments and insurance and obligations arising from Neue Herbold’s reservation of property the entire balance shall fall due and Neue Herbold shall be entitled to demand the immediate surrender of the goods supplied without any rights of retention on the part of the customer being entertained and to dispose of the said goods by private treaty in any way Neue Herbold may think expedient.

Retention of Ownership

19. All the goods supplied shall remain the property of Neue Herbold until such time as all the liabilities of the customer under the contract in question shall have been met in full. This reservation shall also apply to any claims arising in connection with the goods supplied, in particular claims arising from repairs, supplies of spare parts and accessories, costs of storage or insurance and costs arising from granting credits, if any, in respect of deliveries where these have been contractually taken by the customer.
20. In the case of delayed dispatch by third parties with the goods supplied, the customer shall notify Neue Herbold accordingly without delay by registered letter.
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22. The customer shall be entitled to withdraw from the contract only in the event of delivery having been delayed by Neue Herbold and a reasonable extension of the delivery time granted by the customer under pain of cancellation of the contract having expired and the customer no longer being interested in the delivery; no claims for compensation will be entertained.
23. In the case of delayed dispatch by third parties with the goods supplied, the customer shall notify Neue Herbold accordingly without delay by registered letter.
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Tests and Acceptance

29. Any acceptance tests by the customer must be carried out at the works of Neue Herbold.
30. Special tests or tests in the presence of the customer or his representatives require prior agreement. Neue Herbold are entitled to charge the resulting costs to the customer.
31. If the customer expressly or tacitly dispenses with an acceptance test or he or his representatives fail to appear at the agreed time in spite of due notification by Neue Herbold then the test carried out by Neue Herbold alone shall be effective.
32. In the case of acceptance tests being carried out by the customer the latter shall bear the extra costs resulting therefrom.

Guarantee

33. Neue Herbold guarantee the properties of the goods as specified and further guarantee a state of freedom from faults commensurate with the actual state of technical knowledge both in respect of material and workmanship for the period of time agreed upon but give no guarantee as to the suitability of the goods for the purposes of the individual customer.
34. Claims under guarantee will be considered only if submitted immediately after establishment of a fault in writing to Neue Herbold or their representatives. Neue Herbold may refuse to remedy faults for such period of time as the customer fails to report faults in due time.
35. Neue Herbold shall be entitled to decide whether to remedy complaints by repair or replacement of the part or parts in question. The place to be selected by Neue Herbold for carrying out the repair work must be selected with due consideration to the customer's interests. Parts of replacement shall be sent in freight paid. Only the parts actually containing the fault in question in respect of material or workmanship and the parts directly damaged as a result of such fault in spite of proper treatment of the goods will be replaced. The parts to be replaced or the entire object of the delivery if it is repairable to be carried out at the works of Neue Herbold will be returned at the customer's risk and expense. Replacement parts revert to Neue Herbold's property.
36. Where Neue Herbold expressly acknowledge a warranty of the goods to be installed by Neue Herbold provided that such installation is carried out by Neue Herbold or a firm appointed by them. Neue Herbold will be liable for goods supplied by their sub-contractors only to the same extent and for the same period as goes the liability of the sub-contractors towards Neue Herbold.
37. Claims for damages caused by the customer or his representative during erection, installation or putting into service of the goods must be notified without delay.

Transport/Insurance

41. In the case of deliveries ex works or f.o.b. the goods after the transfer of risks are insured only at the request and in the name of the customer at the customer's expense. In the case of c.i.f. deliveries Neue Herbold will arrange for insurance to be taken out. In the absence of a written agreement a basic insurance at the insurance costs on the conditions customary at the place of Neue Herbold’s residence and not against risks of insurrection and war-like actions and Force Majeure shall be taken out with an insurance company Neue Herbold may designate in evidence of an insurance having been taken out with a recognized insurance company. On receipt of a report of damage Neue Herbold will take all the necessary steps to claim the loss from the insurance company to such an extent as the company is liable for such loss.

Patent Rights

42. In the event of the customer supplying goods which are not listed in their production schedule but are manufactured according to drawings or models or to the customer's specifications Neue Herbold cannot be held responsible for infringement of any foreign patents; responsibility for such claims by third parties shall be solely the customer’s.
43. In no case of infringement of foreign patent rights can Neue Herbold be held responsible for the payment of compensation in respect of loss of profits on the part of the customer.

Liability, Legal Competency, Place of Settlement and Jurisdiction

44. The agreement shall remain binding even in the event of some of its conditions being ineffective.