

GENERAL TERMS OF CONTRACT

Offers and orders

1. Our offers are, if not stated otherwise for information only and without binding effect. Each order becomes binding only in written form, such as order confirmation.
2. These "General Terms" are valid for all items in which we are doing business, e.g. machinery, spare parts, operating supplies, consumables etc.
3. Weights stated for material and packing are without engagement.

Prices

4. If not otherwise stated, our prices are always to be understood net ex works (Incoterms 2010). The expected costs are generally taken into account. The actual costs can be determined only during disassembly. All prices are in Euros Delivery ex-works (EXW Incoterms 2010). Payment UK Net 30 days, Non-UK payment upon order. Our full Terms and Conditions can be viewed on our website www.druschke.de or obtained by email accounts@druschke.co.uk or phone on +44 (0)1572 233 5019

Terms of payment

5. If not otherwise stated, our invoices are payable within 30 days after date of invoice or within the terms agreed upon in GB Pounds Sterling effective in Oakham, UK.
6. Should a customer fail to comply with the terms of payment we shall be entitled without giving notice, to charge default interest of 4% per month of the delayed payment. Non-compliance with the terms shall entitle us to rescind the contract, in which case the customer shall be fully liable for all the costs accrued in consequence of this order as well as for further damage caused to us.
7. Title to the goods remains with the seller until paid for in full, in no case the customer shall be entitled to withhold or reduce the payment due by reason of any complaints, claims or cross-claims not acknowledged by us in a clearly stated amount.

Terms of delivery

8. We shall be entitled to extend the time of delivery:
 - a. if the customer fails to observe the terms of payment;
 - b. if the particulars required for the execution of the order are not communicated to us in time or if they are subsequently amended;
 - c. if any events arise which interfere with the execution of the order through no fault of our own. Besides acts of God, such events include: production stoppages of all kind, unforeseen difficulties in obtaining materials, failure of subcontractors to comply with their times of delivery and governmental restrictions of the export, import or transit of the merchandise required.

No claims for indemnity for delayed delivery whatsoever shall be recognized in the case of any of the above events, and any delay in delivery arising under the above events shall not entitle the client to rescind the contract or to claim any indemnity for any direct or indirect damage due to such delay.

Packing

9. The packing shall be charged separately and shall not be taken back.

Transfer of risk, transport

10. As soon as the goods leave our works, the full risk including liability, loss of production etc shall pass to the customer, even for shipments dispatched CIF, FOB CPT etc, as well as in case the contract includes installation work. In the event of any damage arising in transit, the customer has to inform us immediately.
11. If the delivery of goods being ready for dispatch is postponed at the customer's request, or if it is for reasons beyond our control impracticable to dispatch the goods, the goods shall be put in storage at the expenses and risk of the customer.

Transfer of Know-how

12. If the sales agreement includes the transfer of know-how of technology, these technologies must be explicitly stated in writing.
13. Unless otherwise agreed upon, these technologies may only be used and applied on Druschke UK Ltd products of the relative sales contract or on Druschke UK Ltd products of same model and appropriate configuration. Therefore and as long as the customer does not violate this obligation no remuneration (lump sum or royalties) for the rights of use granted will be charged to the customer.
14. We confirm that provided the prescribed Druschke UK Ltd consumables are used and the procedure instructions duly observed, the production of the relative technology can be achieved.
15. Unless otherwise agreed upon, modifications and improvements of the equipment or technology are not subject of the relative agreement.
16. The customer recognizes that ownership to the technology and the proprietary rights thereon rest with us. The customer is obligated to keep the information received from us regarding the technology confidential and will make it known to his own personnel only, and only on a "need-to-know-basis", to the extent required by the purpose of the relative sales agreement and is to make sure that it may not be made available to any third party.

Warranty

17. For both mechanical and electrical parts we guarantee for a period of 12 months of normal use after signature of delivery. By prior agreement in-line with an agreed acceptance protocol an extension no longer than 18 months after shipment of the goods may be granted. During the warranty period we shall repair or replace, whichever we think best, and is the most timely.
18. The costs involved in shipment for a guarantee replacement, e.g. costs for transport and insurance shall be borne by us, excluding import clearance costs. Substituted defective parts have to be returned by the customer to us within one month at our charge for inspection, according to our instructions.
19. If a technician is required for guarantee-service or -repairs, travel and technician's sojourn expenses are at customer's charge while the salary of our technician will be borne by us.
20. Any subsequent work done and any subsequent deliveries of parts effected during the warranty period or any work and deliveries under our warranty shall not in any way effect the warranty period and the dates of payment agreed upon.
21. Our warranty shall, without any obligation on our part to give special notice, expire if the customer fails or refuses to place the faulty equipment at our disposal for an adequate time within the warranty period for the purpose of repairing any faults detected, or if the customer, without our written consent, performs or causes some outsider to perform any alterations or repairs on the particular equipment or technology.
22. Not covered by our warranty are items subject to natural wear and damage due to improper or negligent maintenance, non-observance of operating instructions, unduly heavy duty, unsuitable operating mediums, improper installation (where not executed by our own personnel), acts of God and other causes for which we are not responsible, including subsequent service or repair by 3rd parties not sanctioned by Druschke UK Limited.
23. In cases where we supply equipment manufactured by subcontractors, our obligations regarding the warranty and any indemnity for delayed delivery shall be identical to those undertaken by our subcontractors with respect to us.
24. In no event shall we be liable for special, incidental or consequential damages or losses arising out of performance of the order by us. This includes, but is not limited to, damages or losses in connection with a stoppage of production as a result of any unserviceable or defective part regardless of whether it is subject to warranty or not. Also we cannot be held responsible for the merchantability of the technology installed.
25. The customer has to assure that the goods are in conformity with the applicable technical security regulations in his country and we can not accept any obligation or liability in respect of those.

No-Contest clause

26. During the use of the machine the customer will not in any way attack patents, patent applications or other proprietary rights of DRUSCHKE UK LTD regarding the technology installed.

Validity of the General Terms of Contract

27. These General Terms of Contract shall apply to all matters, which are not otherwise regulated by written arrangements between the parties. If any provision of these terms is or becomes invalid, the other provisions shall not be affected and a valid one, which comes closest to the one, shall replace the invalid provision actually agreed upon. If the customer also submits General Terms of Contract, these General Terms of Contract shall in any event prevail.

Jurisdiction and applicable law

28. The order as well as these General Terms of Contract shall be interpreted under UK law and the place of jurisdiction shall be the United Kingdom.

Oakham, England May 2018