



Terms & Conditions

Munich, November 2008

General

These General Conditions apply to all our deliveries, services and offers unless otherwise provided expressly in writing. All deviating conditions of our purchasers shall not be applicable even if we do not expressly declare our rejection.

Orders

Inquiries can be made via our webpage, by mail or fax or by direct contact during our normal business hours. You will then receive by eMail our offer to include product specification, prices, expected time of delivery, and terms of payment. On receipt of your written confirmation, the order is binding for both sides. Please find out on our webpage whether or not a local Distributor for our Products is situated in your country or area, and if so please contact him directly for your orders.

Prices

All our prices are for delivery Ex Works (Incoterms 2000) Munich or Teisnach excluding packaging costs and value added tax, according to our Price List valid at the time of purchase. We charge packaging at self-cost.

Terms of Payment

Unless otherwise agreed, all payments must be effected by advance payment (electronic transfer, credit card, PayPal) at least three weeks prior to the date of delivery. For products of The SOLITAIRE RANGE, a deposit of 50 % of the total price is due upon placement of the order. For customized solutions, we shall require full payment in advance before manufacturing. All payments shall be effected in EURO as indicated in our offer without any deduction.

Shipment

We ship worldwide. The goods are dispatched on charge and at the risk of the buyer. Buyers inside the European Union (EU) must indicate their VAT-Ident.-No. on the contract documents. Countries outside the EU may charge for additional tax or customs clearance varying for the different countries, so we recommend you to contact your competent authorities for such associated costs before you place the order. We are prepared to pass on to you any information we receive about additional costs arising, but without obligation.

Damaged Merchandise

Inspect your merchandise immediately upon receipt at the destination airport or other destination by observing the recognized industry standards. If the merchandise was damaged during shipping, please file a claim with the carrier immediately. Please make sure that an immediate notice by phone, fax or eMail is transmitted to us, exactly specifying the nature of damage or lack of conformity of the goods. Arrangements shall then be agreed for steps to be taken.

Warranty

Our products have a 24 months warranty on all components starting from the date of installation, which is subject to the proper use and installation at the premises of the buyer as indicated in the order. Different terms for commercial use may apply and are subject to individual arrangements. Warranty is made by repair or substitution on our discretion, under the condition that the warranty sheet shipped with the product is sent back to us immediately but not later than 14 days after receipt of the goods. Defects caused by wrong assembly and installation, incorrect use, neglect of the installation manual or operating instructions are not covered by the product warranty.

Retention of Title and Ownership

All delivered goods remain our property until all claims resulting from the business relation with the purchaser are fully settled. If the validity of the retention of ownership is subject to special conditions or regulations in your country, please inform us accordingly and take the appropriate measures to comply with such regulations.

Place of Jurisdiction, Applicable Law

All disputes arising out of or in connection with contracts under these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rule, thereby applying the German Law. Place of Arbitration shall be Munich, Germany.

Final Provisions

We will always protect your personal data and store or process such information only for our internal use in compliance with the German Law. All rights and duties of either Party are not assignable. Modifications or additional provisions to these General Terms are only valid if made in writing and duly signed by both our sides.