



S ICHERHEITS
C ERTIFIKAT
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1 GOWA 's Terms and Conditions of Purchase

The terms and conditions listed below apply to all orders placed by or with GOWA, unless agreements have been entered into by GOWA and the Supplier. These terms and conditions also apply to future orders and no longer have to be sent separately.

2 Quotations

Quotations addressed to GOWA are free of charge and binding. The only valid basis for the quotation is the original enquiry. Suggested modifications of equal value are admissible and must be clearly identified as an alternative quotation.

3 Order

Orders must be placed in writing to be legally binding.

4 Confirmation of order

GOWA must receive written confirmation of an order within 7 days of the order being placed.

5 Prices

The price quoted in the order is binding. Value added Tax at the statutory rate is quoted separately.

6 Delivery period

Unless agreed otherwise, the deadlines specified in the order are fixed and binding deadlines. The Supplier is obliged to notify immediately in writing of any circumstances jeopardising the delivery date stipulated.

7 Penalties

If the Supplier is responsible for an delay in delivery, the delivery is subject to a penalty, amounting to 1% of the value of the order for every week commenced that the Supplier is in default of delivery up to a maximum of 10% of the value of the order, unless agreed otherwise.

8 Packing

The goods must be dispatched in packing of such a standard that they are protected from any kind of damage whatsoever. This standard packing shall be included in the prices quoted. The supplier shall not charge any deposit. Packing materials shall be marked and identified either with the symbols of the generally introduced and recognized recycling system or be taken back by the Supplier free of charge.

9 Delivery notes

Each and every delivery must be accompanied by a delivery note containing the order data. GOWA' order number must be quoted on the delivery note.

10 Transfer of risk

The risk of fortuitous destructions of or damage to the goods is not transferred until said good are accepted by the appropriate authorized agents or representatives.

11 Warranty

Any further claims for compensation notwithstanding, the Suppliers guarantees the quality, workmanship and assured properties of the goods, to the extent that the Supplier undertakes, during the processing or use of the goods up until two yards after delivery has been taken, unless longer periods has been agreed, to replace the goods delivered that are damaged or have become unusable carriage free and free of charge within a reasonable period of time, or to rectify all the defects reported free of charge or to credit the defective delivery at the price invoiced, as we see fit. This does not affect further statutory rights. Claims for defect reported within the prescribed period to be rectified become invalid by prescription after two years.

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12 Terms of conditions of payment

Unless other agreements have been struck, GOWA shall pay within 14 days, deducting 3% discount or net after 30 days, once the delivery has been made and the commercial invoice received. The Suppliers's Claims can be offset by our own counterclaims or the counterclaims of the other companies controlled by the group. The Supplier may only assign a claim to a third party with our approval in writing.

13 Proprietary rights

Samples and drawings etc. we provide remain the property of GOWA and must be returned without having to be requested once they are no longer needed. They may not be passed on to third parties or put to any use that is not directly connected with the order.

14 Place of performance, place of jurisdiction, applicable legislation

The place of performance for all deliveries is the delivers address agreed in the order. Provided the Supplier is a full trader the place of jurisdiction is Frankfurt (Oder). The only legislation applicable is German law.