

HEYLO-ELECTRONICS – COMMERCIAL CONDITIONS:

General

For our Supply and Service, the general Terms and Conditions of the Electrical Industry are valid, as long as they are not restricted or enhanced by our additional conditions. Other Conditions, as determined by a customer in his Purchase Order are generally declined unless they are clearly accepted by us in writing. These Conditions are valid for ongoing business as well as for future business with known customers, where this was not clearly formulated since these were known from former orders. Our Terms and Conditions are always available as download under www.heylo-electronics.com

1. Offers and Prices

Our offers are always non-binding and free for acceptance. The validity of our offers is 30 days as of date of issuance. Purchase Orders are valid upon receipt of written confirmation from us. If the written confirmation differs from the Order, is this to be seen as a new offer, which the customer can accept within one week. The Order is then based on the new offer.

All Agreements and Conditions are only valid when we confirm them in writing. The written form can only be declined in writing. If the customer cancels the Order, for reason beyond our responsibility, he will be responsible for all damages on our site. In case of doubts this is minimum 20 % of the Gross Order value. All prices are Net prices and will be subject to the prevailing VAT at the time of Ordering (at present 19%). Prices are based on the valid Tariffs at the time of offering for Salaries and the actual prices of raw materials.

2. Delivery

Deliveries will take place per mail or through a forwarding company. Deliveries for Companies against invoice, to private addresses only against cash on delivery or on advanced payment. We reserve the right for partial shipments. Subsequent deliveries are free of shipping costs. For order values below 150.-EUR we charge 40.-EUR handling charges. Delivery costs vary depending on weight and destination country.

3. Delivery time

Delivery times indicated are non-binding, however we do our utmost to stick to them. The Purchaser is aware of the fact that we are not manufacturer of the products or components. Delays by outside suppliers, which we are depending on for materials or strikes, acts of God, war etc., allow us, but not the purchaser, to cancel the Order or delay the supply of the materials. Damage claims of any kind are for all cases excluded.

4. Payment conditions

All payments are to be transferred in Euro free of charges. Unless otherwise agreed on, all payments are due strictly Net in 30 days as of invoice date, without deductions. Overdue payments will be charged with 5% interest above the valid base interest rate established by the German Bundesbank. Payments are only valid when an unconditional credit has been received into our account. All payments are without consideration of other dispositions first calculated for interest and costs before any other claims of the customer. If further claims exist, the abatements take place according to the regulations as stipulated in § 366 Abs. 2 BGB.

5. Disclaimer

Unless clearly agreed upon, all claims for compensation of the client for damages of any kind, especially for loss of production, follow on costs, etc. are clearly excluded. In case of liability from our side, these costs are clearly limited to the limit set forth by our liability insurer. In any case our liability is limited to the value of the delivered materials. Apart from that, we presume that the purchaser has the required professional competence to use or operate the purchased material or equipment.

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6. Notice of Defects

The purchaser is obliged to declare damages or defects directly upon receipt of the goods, latest however after 8 days and before further using the goods or mixing it with other equipment. All declarations should be made in writing to the Seller. Non-compliance to this rule relieves the supplier of responsibility for defects. If a defective or wrong delivery has been proven, we supply (to our choice) correct replacement or a credit note. Further claims are excluded. We do not accept claims for damages caused by wrong handling, storm or transport or other kind of weather influences.

7. Warranty

All defects must be declared by the purchaser in writing. By clear obvious defects this declaration should reach us within 8 days of receipt of the goods. At due and proper notice, we render (to our choice) replacement, credit or repair. For this we are allowed a reasonable period of time. The warranty period remains in any case 12 months, as of receipt of the goods

8. Non-disclosure / Protection- and Copyrights

We, as well as our customers are obliged to handle all information and business details and corporate trade secrets in a strict confidential manner. The customer guarantees that all diagrams, designs, programs, calculations and plans are only used for their own internal use and will not be made available for third parties. If copyrights on our products exist or are developed, these rights will remain with us. The obligation of the customer to protect and safeguard our copyrights includes, without limitations, also the Companies workforce.

In case of violation against any of our copyrights, the customer acknowledges, that he carries all legal risks and obligations.

9. Reservation of proprietary rights

Unless payment has been received in full, all produced programs, diagrams, plans and documentation, as well as workmanship remain our property. If the customer is a subcontractor handling in the interest of others, he is entitled to use the purchased materials and such in an organized manner. For security purposes, the principal relinquishes the claim for further sales in advance to us. The principal is authorized to the collection of outstanding debts. This guarantees the principal that receivables out of the sales claims are free of third-party claims. If we develop programs for which we hold the rights according to §§ 946 ff. BGB, which are lost due to mixing or further processing, the development of such programs takes place under our mandate (Processing clause).

10. Miscellaneous

The law of Germany prevails exclusively. If clauses in these conditions become invalid, all other conditions are not affected and remain in force. The effected clause will need to be construed in such a way that the economic purpose as originally intended is achieved in a law full way. This is also valid for eventually complementary conditions.

In case of disputes the place of jurisdiction is Berlin, Germany.