



Terms and conditions of sale and delivery

1. General

The following terms and conditions of sale and delivery apply to all deliveries and services provided by KFM Regelungstechnik GmbH (hereinafter "KFM").

Every order requires written confirmation by KFM.

These terms and conditions of sale and delivery also apply to all future contractual relationships with the respective customer without them being expressly agreed again.

Any deviating contractual terms and conditions of the customer shall not apply to the business relationship, even if KFM has not expressly contradicted to them.

2. Offer

All offers by KFM are based on these terms of sale and delivery. Offers are always non-binding. An order is only considered accepted when it is confirmed in writing by KFM.

All agreements between KFM and the customer are part of the offer and the written order confirmation. The documents included in the offer, such as illustrations, drawings and weight information, are only approximate, unless KFM expressly designates such information as binding. Changes to the content of the contract at the request of the customer require subsequent written confirmation by KFM.

The contract is concluded subject to the suspensive condition of a successful credit check of the purchaser/positive confirmation from our trade credit insurer.

3. Prices

Prices are ex works, excluding packaging, uninsured, plus VAT at the applicable statutory rate.

4. Payment

Payments are to be made without deduction as follows:

- a) For an order volume up to €10,000.00 net: 14 days net
- b) For an order volume of over €10,000.00:
 - 30% of the order amount after sending of the order confirmation
 - 30% upon notification of readiness for dispatch,
 - the remaining balance within 14 days net after delivery

International orders are generally only processed against advance payment.

KFM reserves the right to agree on different payment terms with the customer and, if necessary, to request advance payments or installment payments in individual cases.

The customer can only offset or exercise a right of retention if the counterclaims asserted have been legally established, recognized by KFM or are undisputed. In addition, the customer can generally only assert a right of retention if the counterclaim arises from the same contractual relationship.

If the goods are initially placed in storage for reasons for which KFM is not responsible, the day of completion shall be deemed to be the day of dispatch.

If the payment deadline is exceeded, KFM will charge interest at a rate of 8 percentage points above the applicable base interest rate (Section 247 of the German Civil Code). KFM's ability to prove higher damages caused by the delay remains unaffected.

5. Delivery time

The information about delivery and assembly times that are not expressly agreed as binding are purely non-binding information. The delivery period begins with the acceptance of the order by sending the order confirmation and fulfillment of all preliminary services and cooperation obligations of the customer with regard to documents to be delivered and, if necessary, transmission of further required information, subject to any agreed advance payment services.

If the customer fails to comply with his obligation to cooperate or only does so with delay, the delivery period will not be started or will be extended by the duration of the delay for which the customer is responsible.

In cases of force majeure, KFM is released from its obligation to perform within the framework of the underlying contractual obligation for the duration and to the extent of the hindrance from the time at which the force majeure event prevents the performance of the contractual service. The same applies to KFM's liability for compensation for damages or satisfaction of other claims of the customer due to breach of contract.

Contractually agreed delivery periods shall be extended appropriately, taking into account the event of force majeure.

Force majeure particularly occurs in the event of strikes, lockouts, natural disasters, war, riots, as well as epidemics and pandemics.

KFM will inform the customer immediately about the occurrence of a force majeure event; the same applies to the time at which a corresponding event ceases to exist.

6. Transfer of risk and shipping

The risk passes to the customer as soon as the goods have left the factory. This also applies if KFM has to provide additional assembly services.

If the dispatch or delivery of the goods is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer at the time KFM notifies the customer that the goods are ready for dispatch.

7. Retention of title

KFM reserves title to the delivery item until all current and future claims arising from the underlying delivery contract and from ongoing business relationships have been settled in full.

As long as the retention of title exists, the customer may neither pledge the goods nor assign them as security.



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The customer is not entitled to assign his claims to third parties. He is entitled to sell the delivery item to a third party within the scope of proper business operations. In this case, the customer hereby assigns his claim from the sales contract to KFM until all payments from the customer from the contract and the ongoing business relationship have been received. If the delivered items are combined with other movable items or if processing takes place, the customer hereby assigns his claims from this to KFM, including any co-ownership of the new item in the ratio of the acquisition value of the reserved goods and the other item connected to them at the time of processing. The processing or combination of the reserved goods by the customer takes place exclusively for KFM.

The Purchaser shall immediately notify KFM of any attachments, confiscations or other dispositions by third parties with regard to the delivery item delivered under retention of title.

If the customer breaches the contract, particularly in the event of late payment, the customer is obliged, after KFM has withdrawn from the contract, to return the delivery item delivered under retention of title to KFM. In this case, KFM has the right to either request the customer to deliver the delivery item to KFM's place of business at its own risk and expense or, if KFM has unhindered access to the delivery item, to collect the delivery item and, if necessary, dismantle it.

8. Warranty

The customer is obliged to examine the delivery item immediately and to report any defects in the delivery item to KFM immediately. In the case of a hidden defect, the customer must report the defect immediately after it is discovered. If the customer fails to comply with his obligation to examine and report the defect, the delivery item is deemed to have been approved and the customer loses his warranty claim with regard to any defects in this regard.

In the event of justified warranty claims being asserted, KFM is entitled, at its own discretion, to repair the delivery item or to make a new delivery.

The warranty period is generally 24 months from delivery. The warranty period is reduced to 12 months, calculated from the time of commissioning, as soon as the delivery item is further processed in the customer's business operations. If the delivery item is used in shift operations as a result of commissioning, the warranty period is reduced to 6 months from commissioning.

The purchaser's warranty claims expire if defects in the delivery item arise due to modifications, improper use or handling, excessive stress or natural wear. The same applies to improper maintenance, unsuitable operating materials and inadequate preliminary work by the purchaser. Warranty claims for valves with electric drives or electric signaling structures expire if they are used contrary to the KFM operating instructions, in particular if the connection of such fittings etc. is not carried out by an approved specialist company and the installation is not carried out in accordance with KFM's regulations and in compliance with the PTB test conditions.

9. Liability

Liability of KFM in the event of simple negligence on the part of its bodies, legal representatives, employees or other vicarious agents is excluded unless it involves a breach of essential contractual obligations.

KFM's liability is limited to foreseeable damage or to damage that was objectively foreseeable when exercising due care. Liability for damage and consequential damage resulting from defects in the delivery item only exists to the extent that damage is typically to be expected when the delivery item is used in accordance with the contract.

In the event of simple negligence, KFM's liability for damages to property and any resulting financial losses is limited to an amount of €250,000.00 per claim. This limitation of liability also applies if there is a breach of a contractual obligation.

The limitations of liability in this section (Section 9) do not apply in the case of liability for grossly negligent or intentional acts, within the framework of guarantee declarations and furthermore not in the case of injury to life, body or health.

10. Final provisions

The contractual relationship is subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is – depending on the value of the matter – the District Court of Herford or the Regional Court of Bielefeld.

Should any provision of these terms and conditions of sale and delivery be or become invalid, this shall not affect the validity of the remaining provisions. The provision that is wholly or partially invalid shall be replaced by a provision that is as economically close as possible to the invalid provision.

In the event of a legal dispute, the German version of the terms and conditions of sale and delivery shall apply.