

GENERAL TERMS OF CONDITIONS BARTHELEMY BRONZE

CONCLUSION OF CONTRACT. We only conclude supply contracts subject to the following terms, even if we do not expressly refer to this in the future. Our offers are subject to change without notice. We are only obligated by our written confirmation. Agreements which differ from our order confirmation require our written confirmation. The Purchaser's terms of purchase only apply if they have been acknowledged by us in writing.

PROVIDED DOCUMENTS. We reserve all rights of ownership relating to the intellectual property contained in and consisting of all documents provided to Purchaser in connection with the placing of orders, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we grant Purchaser our express written consent.

PRICES. Our prices are based on current cost factors. If not otherwise agreed in writing, our prices apply ex works.

PRODUCT SIZE. All our products are cast to metric dimensions. In converting the size indication to inches, we round up to the nearest fraction of an inch.

DELIVERY. The stated delivery period applies only approximately. It begins as soon as all details of execution are clarified and Purchaser has fulfilled all preconditions. The date of delivery is the date of provision at the Supplier's works.

If we are prevented from delivering on time owing to disruptions of operations at our company or our downstream suppliers, which are unavoidable if reasonable care is taken, or owing to labor disputes, then the delivery period shall be extended accordingly. If delivery should become impossible for such reasons, our obligation to deliver shall terminate, excluding any right to damage compensation. Claims for damages due to non-fulfilment or compensation for damages suffered due to any delay shall be excluded if legally permissible.

SHIPPING AND TRANSFER OF RISK. A shipping and handling fee of \$15 will be charged on all orders under \$100. Express delivery shall be at Purchaser's expense.

Custom-made items and items sent in for repair or patination are delivered ex works.

Every risk relating to the shipment and delivery of items shall be transferred to Purchaser when the goods leave our premises. This also applies if transported with our own means of transport.

PAYMENT. Invoice payable with 2 % discount within 10 days of receipt or 30 days net. For special custom-made items, payment terms will be stipulated beforehand.

RESERVATION OF PROPERTY. We reserve the right of ownership in the supplied item until all claims arising from the Supply Contract have been paid in full. This also applies to future deliveries, even if we do not expressly refer to this. We are entitled to take back the purchased item if Purchaser acts in breach of contract.

COMPLAINTS. Minor deviations in the dimensions between the sizes stated in the catalogue and the supplied items cannot be used as grounds for a complaint. Colors are subject to differ for technical reasons. Wearing parts are not covered by the warranty, nor is corrosion damage from water of certain qualities.

GENERAL LIMITATIONS OF LIABILITY. In all cases in which we are obligated to provide compensation for damages claims on contractual or statutory grounds, we shall only be liable to the extent that our executive staff can be blamed for intent or gross negligence.

MODELS. All models shown in our catalogues, as well as our drafts and drawings, are our intellectual property.

RIGHT OF WITHDRAWAL AND REVOCATION. If in the event of a substantial deterioration of the business relationship, especially the financial situation, we are entitled to demand a security deposit or pre-payment, if this is not sufficiently provided, we reserve the right to withdraw from the contract. Right of return and right of revocation in accordance with the currently effective Distance Selling Act.

REPRODUCTION RIGHTS. Commissions in accordance with drawings, sketches or models sent in to us are accepted and executed at the risk of the Contractor in reference to patent, sample and trademark laws. If the execution of such commissions should involve interference in the third-party rights mentioned above, Purchaser shall bear the damage arising through our interference. Agreements contrary to these terms shall only apply to the transaction for which they were agreed.