

General Terms and Conditions of Sale and Delivery

For all deliveries of works, only the following conditions shall apply as agreed. Conflicting terms and conditions of purchase of the customer shall only apply if they have been accepted by us in writing. If, in special cases, one or the other delivery condition is deviated from, or if one condition does not apply, the others do not become invalid.

OFFER AND CONCLUSION:

Our offers are subject to change. The conclusion is made by our written order confirmation. Ancillary agreements are only effective if they have been confirmed by us in writing. Once confirmed, they are irrevocable and cannot be terminated. The prices are ex-works, they are subject to change. We reserve the right to adjust the prices if there is a change in the cost factors at the time between the submission of the offer and delivery. In addition to the prices, the statutory VAT is added at the respective statutory level.

DATE OF DELIVERY:

The agreed delivery time applies ex works. The expiry of the delivery period requires the clarification of all details of the execution and compliance with the terms of payment. The delivery period shall be extended appropriately in the event of measures in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of the occurrence of unforeseen obstacles beyond the supplier's control – regardless of whether they have occurred at the supplier's plant or at its sub-suppliers, i.e. operational disruptions, rejections, delays in the delivery of essential raw materials and building materials, insofar as such obstacles can be proven to have an impact on the completion or delivery of the of the delivery item are of considerable influence. Claims for damages cannot be asserted due to late delivery. Withdrawal from the contract can only be declared after the expiry of a reasonable grace period. If obstacles for which we are not responsible make the fulfilment of the contract seem unreasonable or if the financial circumstances of the customer deteriorate, we are entitled to withdraw from the contract. Partial deliveries are permitted.

DISPATCH:

Shipping and transport of the goods is at the expense and risk of the customer. Freight shipments are freight collected. Packaging will be charged at cost. Postal items are sent to the recipient packaging-free. Excluded are repair orders and, if applicable, customer services, for which postage or freight as well as packaging are charged.

TERMS OF PAYMENT:

The invoice amounts are payable within 30 days of the invoice date without deduction.

Repairs and other services are payable immediately in net terms. Any complaints do not release the customer from punctual compliance with the payment date. In the event of late or deferred payment, the usual bank interest and commission rates are due without the need for a reminder. Discountable bills of exchange and cheques are accepted on account of payment. Discount, bank and collection fees, as well as stamp duties are to be reimbursed by the customer. If the customer's financial situation is unfavourable or if there is a negative assessment of his financial situation, we are entitled to demand immediate payment of the total sum before the due date or to withdraw from the contract while maintaining a claim for damages. This also applies if one of the aforementioned events occurs during the term of an agreed instalment payment or a bill of exchange. The Purchaser waives the exercise of the right of retention as well as the assertion of set-off due to any defects, counterclaims, etc. Payments will always be offset against the oldest invoice.

OWNERSHIP:

The delivered items remain our property until all of our claims, including future claims, have been paid, even if the purchase price for specifically designated claims has been paid. In the case of current invoices, the reserved ownership shall be deemed to be the security of our balance claim. The processing and processing of goods delivered by us that are still in our possession by the customer is carried out by us without any obligations arising from this. If the Purchaser processes or combines our goods subject to retention of title with other items, the Purchaser shall hereby transfer to us his ownership or co-ownership rights to the new items and shall store them for us with commercial care. The customer is entitled to sell the goods in the ordinary course of business. He is prohibited from pledging or transferring security. The customer will inform us immediately of any seizure or any other impairment of our rights by third parties. If the customer sells our goods subject to retention of title, he hereby assigns to us the full claim against his customers with all ancillary rights to which he is entitled from the legal transaction until all our claims have been completely repaid, regardless of whether he sells the items alone or together with other services. If the price achieved from the resale exceeds our claim, we are obliged to retransfer the surplus. In the event of breach of contract by the customer, in particular in the event of default of payment, we are entitled to take back the delivered goods and the customer is obliged to hand them over.

The assertion of retention of title as well as the seizure of the delivery item by us shall not be deemed to be a withdrawal from the contract.

WARRANTY:

Since diamonds are natural products and we do not have the opportunity to verify the proper handling of the diamonds or diamond tools supplied, no guarantee of any kind can be granted. Trying and using diamonds and diamond tools is at the risk of the customer.

Testing and use of tools and other delivered products are at the risk of the customer.

In all other respects, notices of defects must be reported in writing within one week of receipt of the goods.

We are liable for defects in our products for a period of 6 months after the transfer of risk in such a way that we can prove that all parts that are defective due to defects in material or incorrect workmanship can be replaced or repaired free of charge at our discretion after the carriage-free return has taken place. Further claims of any kind, in particular damages, replacement costs, freight, loss of profit, etc. – due to positive breach of contract or failure to comply with any ancillary obligations – are excluded. There is also no right to conversion or reduction. Defective parts for which replacement is made will become our property. We are only liable for third-party products delivered by us to the extent that our subcontractors assume the warranty for the products vis-à-vis us.

LIABILITY and ANCILLARY OBLIGATIONS:

If, through our fault, the delivered item cannot be used purposefully by the Purchaser as a result of omitted or incorrect execution of suggestions and consultations prior to or after the conclusion of the contract as well as other ancillary contractual obligations – in particular instructions for the operation and maintenance of the delivery item – the provisions in the WARRANTY SECTION shall apply accordingly to the exclusion of further claims by the Purchaser. We assume no liability for the supplier's declaration submitted by us in accordance with EEC Regulation 1908/73 to the foreign customers of our customers or to the customs authorities.

RIGHT OF THE TELLER TO WITHDRAW.

The customer may withdraw from the contract if the entire service is finally impossible for us before the transfer of risk. The same applies to the case of our inability. The Purchaser may also withdraw from the contract if, in the case of an order for similar items, the execution of part of the delivery becomes impossible in terms of quantity and he has a legitimate interest in refusing a partial delivery. If this is not the case, the customer may reduce the consideration accordingly. The customer also has a right of withdrawal if we allow a reasonable grace period for the remedy or rectification of a defect for which we are responsible to be responsible to expire fruitlessly through our fault. The reasonable grace period shall not commence earlier than until the defect and our duty of representation have been acknowledged or proven. The customer's right of withdrawal also exists in the event of impossibility or inability to rectify the defect by us.

CATALOGUES:

The illustrations of our catalogues and brochures are not binding for the execution. We reserve the right to make changes to the design at any time. We do not assume any liability for deviations from the specified dimensions, weights, etc. We are not liable for any printing errors in our catalogues, brochures, price lists and other printed materials.

COPYRIGHT:

We reserve the right of ownership and copyright to illustrations, drawings, samples or other documents. They may not be made available to third parties without our permission and must be returned immediately upon request.

PLACE OF PERFORMANCE:

The place of performance and jurisdiction for delivery and payment for both parties is Pforzheim. This also applies to bills of exchange and cheques. We can also sue at the customer's registered office. German law and the latest version of Incoterms apply to export deliveries.