



- Konfektionierte Elektroleitungen
- angespritzte Stecker / Gerätedosen
- Sonderspritzteile
- Werkzeugbau
- Konstruktion

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- 1.1 Our deliveries are carried out according to our written order confirmations, following our terms and conditions of business. Other contract terms are binding only if they were explicitly documented and confirmed in writing. Withdrawal from the contract – cancellation of order – even in case of eventual delay in delivery will only be binding if it is explicitly accepted by us in writing.
- 1.2 All agreements will become invalid unless they are confirmed by us in writing within 8 work days. The purchaser does not have the right to delegate contract rights to a third party.
- 1.3 Pricing quotations are non-binding and subject to change. The prices stated in our written confirmation are decisive.
 - 1.3.1 The price basis for an order confirmation is the gross price list valid on the very day of confirmation, linked to the actual metal notation.
 - 1.3.2 If we receive a purchase request in the form of an order which we are able to definitely confirm – including the scheduled date of delivery – (clarified order), we will state the price according to the gross price list and the metal notation of the day of receipt respectively the work day following the day of the clarification of order (deadline of raw materials). The final written order confirmation requires definition of customer, customer address, address of invoice and delivery, order content stating the requested articles referring to amount and specifications, rebates, delivery requests and dates, and eventually, special conditions.
 - 1.3.3 Concerning orders which are supposed to be delivered within 4 months after conclusion of the contract, we have the right to raise the agreed prices referring to a rise of metal notations.
 - 1.3.4 The metal notation is the basis for our raw materials calculation and billing. It is defined based on the DEL notation which is published in the financial section of major daily newspapers.
 - 1.3.5 In case the supply of metals according to DEL-noted prices is not or not completely possible, we will carry out our billing based on the actual purchasing prices.
 - 1.3.6 The deviation of the DEL notation from the gross price list will change the billed price (gross price/ rebate) by the product of copper number multiplied by the price difference in raw materials.
 - 1.3.7 In case of delivery out of an external warehouse, billing prices are based on the price list and metal notation (DEL notation or metal purchase price) valid on the day of delivery.
- 1.4 Our prices are based on cost ratios of given metal purchase prices on the raw materials market on the day of order confirmation. If these ratios change, we



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- are entitled to subsequently adjust prices or withdraw from the contract, respectively from the remaining parts of the contract.
- 1.5 Call orders: if supply via make-and-take order was agreed on, the purchaser is obligated to state within a reasonable period of time the date of complete delivery and name it in writing. This also applies for delivery plans for certain dates. Generally, delivery plans must be submitted within three months (90 days) after order confirmation unless there is a separate agreement concerning call dates.
- 2 Terms of delivery
- 2.1 Our obligation to supply presupposes that we are able to stock sufficient raw materials for the order at the prices according to the raw materials notations valid at the day of order confirmation. If this condition is not fulfilled, point 1.4 of our terms and conditions of business will apply.
- 2.2 The stated date of delivery establishes roughly the time of shipping ex premises after fulfillment and under condition of undisturbed operation. Should our delivery be prevented by disturbances in operation, an unforeseeable event, or our own suppliers' incapability of delivery in spite of reasonable care, the time frame of delivery will be expanded within reasonable limits. Should delivery be made impossible due to these circumstances, our obligation of delivery will no longer apply.
- 2.3 The agreed delivery time starts on the day on which agreement concerning the order between the purchaser and the supplier is stated in writing. Precondition for keeping this time frame is the timely and complete receipt of order documents, compliance with the agreed terms of payment, and other obligations of the purchaser necessary to fulfil the order.
- 2.4 In case the agreed delivery period is exceeded, the purchaser must set an extension of the deadline in writing under threat of refusal of the delivery. If the supplier allows this extension period to elapse without result, the purchaser has the right to revocation of the order. The supplier can be made liable to pay compensation if the purchaser is able to prove serious negligence or deliberate delay of order fulfillment.
- 2.5 After the call order period has expired, we are no longer committed to delivery. When it suits our interest, we are able to revoke the order, to demand advance payment, or to predicate our delivery on appropriate collaterals, in case we receive information, after signing the contract, which justifies doubt in the purchaser's credit standing. We are entitled to this in particular if the purchaser does not pay all claims immediately in spite of reminders and overdue invoices.
- 2.6 Partial deliveries are permissible. We reserve the right to exceed or fall below agreed delivery amounts up to 10 per cent. We reserve the right to deviations in diameter, build and weight due to raw materials and production processes. All specifications in this respect are non-binding and considered approximate.



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- 2.7 Orders and special services will only be supplied in production-related amounts.
- 2.8 Shipping: orders above 500 € are delivered free domicile or free station of the purchaser; respectively, we deliver by reimbursing freight costs according to our reimbursement conditions in the valid version for domestic shipping. The same applies for international shipping free German border. For small orders below a net worth of 500 €, we apply a low-quantity surcharge of 20 € per order.
- 2.9 Packaging is billed at cost.
 - 2.9.1 For the shipping of reels and coils from our stock, we apply the general terms based on loan conditions including deposit charges and fees.
 - 2.9.2 For the loan of cable reels (disc diameter 50-120 cm), the terms and conditions of KTG GmbH & Co KG, Köln, will apply.
 - 2.9.3 One-way plastic reels are presently billed at 2.556,00 €/piece. The costs for special shipping and packaging are always at the purchaser's expense.
 - 2.9.4 Concerning collection of goods by the customer, we will reimburse according to our valid shipping conditions negotiated with commissioned shipping and freight companies. This will, however, only apply if this was agreed beforehand and/or based on written agreements with the purchaser.
- 3 Terms of Payment
 - 3.1 Invoices will be issued one day after delivery of order or on the next workday after delivery (invoice date).
 - 3.2 Invoices issued towards the purchaser must be paid as follows:
 - 3.2.1 Within 10 days with a 3% cash discount
 - 3.2.2 Within 30 days net. Relevant for the application of the discount is the date of invoice. Copper surcharges or reductions may not be subjected to discounts.
 - 3.3 All other payment terms require our written consent.
 - 3.4 Invoices under a final value of 51,129 € may not be discounted.
 - 3.5 In case of default of payment, we reserve the right to invoice additional interest without specific agreement, amounting to the rate of current bank loan interest rates. Regardless of this, all default consequences will apply. All our claims will be due to be paid in cash immediately, including accepted bills of exchange that have not yet been cashed. The purchaser may no longer sell the goods owned or co-owned by us (compare pt. 5, reservation of title) and is committed to procure collaterals to the amount stated. If there are reasonable doubts concerning the creditworthiness of the purchaser, we reserve the same right.
 - 3.6 Payments must always be made in cash or by bank or postal money order. Bills of exchange resp. check/bill of exchange payments will only be accepted under reserve and by special agreement up to 10 days after the invoice date. They will only be regarded as payment when the bill of exchange has been honored by the payer and we have been thereby delivered from our liability,



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so that the reservation of title will remain until payment has been made in our favor.

- 3.7 Expenses, fees, interests and other financial claims are always at the purchaser's expense.
- 3.8 The purchaser may only charge up against our invoices or hold back payments after his claims have been acknowledged.
- 3.9 Our sales representatives do not have collecting power.

4 Transfer of Risk

All risk is switched to the purchaser as soon as the goods have been called up for shipment or have left our premises, resp. have been collected by the purchaser at our premises. This also applies in case of free delivery. If the shipment is postponed on behalf of the purchaser's wish or due to reasons for which he is responsible, risks are switched towards the purchaser for this time.

5 Reservation of Title

All goods delivered remain our property (collateral) until all present and future claims out of the business relationship with the purchaser have been met. The purchaser is obligated to store the goods separately. As long as the purchaser is not in default with payments, he is allowed to process or sell the collateral in the sense of the normal course of business based on the following conditions:

By accepting the delivery, the purchaser transfers to us beforehand all property rights which he achieves by processing or combining the goods with other things. The purchaser may sell the collateral goods and objects created by their processing or combining with other things only at similar retention of title and must not affect our title by other measures (such as pledging or chattel mortgaging).

We must be informed immediately about access of third parties to the goods. Every kind of processing of the goods must be carried out in a way that does not affect our rights as owner of the new object in place of the original goods. By processing or combining our goods with other things, we become co-owner of the new object with a share that equals the value of the invoiced goods. The purchaser for his part is authorized to collect any transferred claims. He must inform his debtors about this transfer if we demand it. Should the value of these collaterals exceed the nominal value of the open claims by more than 20%, we shall release collateral upon request at our choice. If the purchaser defaults in payment in respect to the claims from this business transaction, we are entitled to take possession of the collateral. This does not constitute a withdrawal from the contract. We are then entitled to dispose freely of the goods and to make use of the proceeds in order to offset our outstanding claims.

6 Warranty



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We produce and deliver according to the regulations and requirements of the "Verband Deutscher Elektrotechniker / VDE" unless other regulations and requirements must be observed due to special agreement in writing, thereby becoming part of the contract.

- 6.1 The purchaser must carry out an incoming goods inspection promptly after receiving the goods in terms of factual and technical inspection, based on our delivery documents. He cannot be released from this duty. Any costs which arise due to further processing without inspection are at the purchaser's expense.
- 6.2 A warranty concerning shortfalls or/and obvious external defects is accepted by us only after receiving a written complaint within 10 days after delivery, stating the relevant order and delivery note data.
- 6.3 The purchaser is limited to assert claims concerning visible or hidden defects of the goods or the lack of warranted qualities only within 6 months, starting from the date of the delivery note.
- 6.4 All warranty claims require that we are informed about the defect immediately after discovery and a sample of the rejected goods is supplied free of charge.
- 6.5 We have the right to rework or newly supply damaged goods or those with missing qualities at our choice free of charge. This obligation only refers to damages which have obviously occurred due to circumstances before the transfer of risk, in particular because of wrong or defective construction, bad materials or poor workmanship, rendering the goods unsuitable or considerably impairing their use.
- 6.6 In the event of a damage claim, the purchaser must allow us a reasonable period of time for repair or replacement. If he declines this, this will exempt us from any warranty or obligation to deliver.
- 6.7 In case a reasonable period of time for repair cannot be kept by us or there are compelling reasons why a repair or replacement is not possible, the purchaser has the right to demand reduction. Should there be no settlement possible between us and the purchaser, the customer has the right to demand conversion.
- 6.8 If the purchaser or a third party carries out improper changes, repairs, or similar measures, this will relieve us of all warranty claims.
- 6.9 After stating a damage claim, the purchaser has the right to withhold payment only if there is no doubt about the legitimacy of the claim.
- 6.10 All claims of the purchaser on behalf of defects or damages resulting thereof will lapse definitely after a period of 12 months starting with the day of the damage claim.
- 6.11 Other claims of the purchaser or third parties, especially concerning indemnity for losses which did not occur at the delivery item itself or are considered subsequent damage, are excluded. This does not include cases of premeditation or gross negligence in which liability will apply.

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7 Rights to the tools

By paying parts of the cost for tools, the purchaser or a third party does not acquire any rights (transition or usage rights) to the tools. In case property rights of third parties are violated by production according to drawings or other statements of the purchaser, the purchaser will indemnify us from any claims in this respect.

8 Place of Performance and Jurisdiction

Place of performance and jurisdiction for both parties is the place where our company's head office is registered, including proceedings for checks, bills and deeds.

9 Final Clause

In case of legal invalidity of individual regulations, the contract remains binding in its other parts.