

SHIPPING AND DELIVERY TERMS



1 General

The terms and conditions below will apply to all GEV offers and sales to the customer. Any terms and conditions of business of the customer will be inapplicable, without having to be expressly rejected in the event of any counterconfirmation. Any agreements concluded, together with these terms and conditions of business and delivery, will remain in force even if individual provisions thereof become invalid.

2 Pricing

The prices for the spare parts/goods we deliver will be based in each case on the up-to-date prices which can be viewed in the Webshop (www.gev-online.com). Errors are excepted, and prices are subject to change without notice.

3 Warranty

Should the delivered spare parts/goods prove defective, these will be replaced as part of your statutory warranty rights. Should the replacement delivery fail, you will retain the express right to reduce the payment or to cancel the agreement. The replacement delivery will be supplied carriage paid. As regards further claims for compensation, we will be liable only in cases of intent or gross negligence. Complaints regarding apparent defects must be made without delay (within one week following delivery). Any defects occurring as a result of improper use or unskilled installation cannot be acknowledged as legitimate complaints. All warranty claims against us will lapse within one year as of surrender of the goods.

4 Completeness of the delivery

We make every effort to ensure that our warehouse contains sufficient numbers of the spare parts/goods on offer at all times. Unfortunately, subsequent shipments caused by delivery bottlenecks at our suppliers cannot always be ruled out. A delivery time will only be binding if it has been expressly confirmed. In any event, the customer will be obliged to grant GEV a reasonable additional period (of at least 3 weeks) in which to complete delivery. Articles which have been ordered and are not deliverable immediately will be dispatched as soon as possible.

5 Delivery

We will dispatch the goods ex works. The minimum order value is 100.00 €; any orders placed below this value will be charged an extra 5.00 € markup for small-volume purchases.

6 Goods return

The handling charge for returned goods is 3.00 € per line with a minimum of 10.00 € for each return consignment. In case we have to relabel the parts the handling charge per line will be 5,00 €. Special items ordered at request of the customer (article no. will start with an „S“) and custom seals cannot be returned.

Goods must be returned carriage paid. We shall not accept goods for which carriage has not been paid.

7 Disposal of packaging material

We will take back any packaging material delivered, provided that it is sent on the sender's account.

8 Reservation of ownership

We will retain possession of the delivered product until all claims arising from the business relationship have been paid in full. Any processing of the product will be performed on behalf of us as the manufacturer within the meaning of §950 BGB (German Civil Code), without putting us under any obligation. Should you process the product with other goods not in our possession, we will be entitled to co-ownership of the resulting manufactured object, proportionate to the invoiced value of our processed product as a percentage of the total invoiced amounts of all the other goods used in manufacture of the new object. You will be entitled to sell or process the product in the ordinary course of business, unless you are in default in terms of our business dealings. It is agreed that any debt which may be due to you from the resale will be assigned to us with immediate effect. We will be entitled to disclose this assignment at any time.

9 Place of performance

The place of performance as regards delivery and payment will be 82152 Planegg.

10 Place of jurisdiction

The place of jurisdiction for all disputes will be Munich, provided that the contractual partners are registered traders. It is also agreed that this agreement will apply to actions on checks and bills of exchange as well as to those in respect of proprietary rights. German law will apply, with the exception of the CISG.

Planegg, June 2008