

# STELUX – General Terms and Conditions

## 1. Generalities

The following conditions are of application for all our business relations to our customers and particularly for all our quotations and as well as present and in the future granted orders.

Our customers accept our sales conditions in advance by placing the first order and agree herewith that our sales conditions will be of application by all further new orders.

Any buying conditions of our customers will not be accepted. Different conditions of our own sales conditions will only be considered as being accepted if they are specially confirmed by a written agreement established by our own even then when we do not protest against the sales conditions of our customers.

## 2. Quotation

All our quotations are provisional and first enter into engagement with our order confirmation.

All information given in our quotation like e.g. sizes, technical drawings, pictures, etc. are only given for information and are not binding.

All documents accompanying our quotations remain in our property and may not be disposed to anyone else without our special agreement.

We can express anytime the wish to claim all our documents back.

The goods we tender in our Online Shop may not be considered as a binding quotation with regards to prices and execution.

## 3. Delivery

Only the information about delivery terms given in our order confirmation are binding.

Any modification requested by the customer after receipt of our order confirmation of order allows us to adapt our prices accordingly.

Information given in our documents about capacity and power of the aggregates are only informative and approximate.

The customer is responsible for availability in due time of the necessary connection components for the ordered equipment.

These performances must be done by qualified staff and may not in any case be charged to us.

The customer has to get himself the necessary permission of the regional authorities to connect and to use the ordered equipment.

Stelux is not responsible for any further costs resulting of the non-compliance to the legal standards.

#### **4. Prices and Payment**

All our prices are valid for delivery "ex works" without packaging, transport insurance and all further cost concerned to the delivery.

VAT will not be invoiced to foreign companies.

Other arrangement can be agreed within our order confirmation.

Our invoices are established in EUR and the customer is obliged to pay in the EUR currency including all banking transfer costs which remain to his charge.

In case that the customer asks us to postpone de delivery, we are allowed to adapt our prices accordingly to eventual modifications in wages and material costs entering in application during the time of the delayed delivery.

Payment must be executed as mentioned in our order confirmation or invoice. Payment in advance has to be done by means of a bank transfer. By requested payment in advance in our invoice, the mentioned delivery time has to be considered from the time that the due money is available on one of our bank accounts.

By requested payment on delivery, the customer has to make sure, that the delivery can be done at the arranged time even then when delivery was agreed for payment by delivery against documents.

If a further delivery must be organized, we shall charge the customer with further 40 &euro; net for the supply of the goods.

Customers cannot require the reimbursement if the complete payment of our invoice has not been realized by delivery of the goods.

The customer cannot oblige us to supply further goods as long as our invoices are not completely paid.

The customer is not allowed to detain any amount even by demand of warranty.

## **5. Delivery time and conditions**

The customer agrees with partial deliveries.

The delivery time enters into consideration after the date of the order confirmation, but not before all technical data necessary for the production of the goods have been submitted and confirmed by the customer and as long as his commercial engagements have been carried out in due time like e.g. advanced payment..

The delivery time is respected from the day where the goods are kept at the disposal from the customer.

In case that the customer is voluntary postponing the delivery, we are allowed to invoice the costs for keeping the good in stock at his disposal and the financial costs with an amount of 0,5% per month of the amount of the invoice.

The customer can require to inspect the good before delivery in our factory when ordering the goods.

Afterwards he has to pay the costs occurring for this inspection.

In case we have to install the equipment and the customer is not requiring an inspection of the goods, we consider that the customer has accepted the goods without objection within 8 days after the end of the installation.

## **6. Transfer of Perils**

Even with partial delivery, the goods are supplied under the customer's risk. Risk is going over to the customer from the moment they are leaving the buildings of our company.

The customer can ask us to insure the goods against transport risks to his expense.

## **7. Reservation of proprietary rights**

The ordered good remain in our property, even after transformation of the goods by the customer, as long as the present and future buying engagements of the customer are not completely honored.

Claims to other companies resulting of the resale of our goods, even after they have been modified by our customer, will be automatically ceded to us up till the amount of our invoice.

The customer is not allowed anymore to resale the goods in case of bankrupt of seizure of someone against him up till the complete payment of our invoices.

If the customer is not paying in due time the complete amount of our invoices, we are entitled to take back the goods to his expense even then when they are build-in or fixed in the wall or bottom, and to resale them to our best convenience.

The customer grants us herewith the authorization to have access to his premises in order to take the goods back.

Our customer is not allowed to seize the goods as long as they are not completely paid.

The application of our property rights may not be considered as a resign of the contract.

## **8. Warranty**

The customer has to inform us immediately at the reception of the goods variation with respect to quality, quantity or other specification of the good by means of a written information addressed at our central office in Arnsberg.

This written information should possibly be sent per Email or Fax. Else, the delivery will be considered as accepted.

For the supply of second-hand equipment, we do not grant any warranty. The goods we supply, except above mentioned second-hand products, are under 1 year (from the date of the invoice but not covering the labour costs if the customer is a reseller) warranty, except when:

- the operator is not a professional user and has not respected the instructions giving in the user's manual.
- the connection to power supply etc. has not been done by qualified staff or without taking into consideration the legal standards and obligations.
- defects are due to inconvenient appliance of the user.
- there are physical defects or deficiencies or insufficiencies at the energy or discharge installation.
- defect due to external influence like e.g storm, earthquake, strike, etc.
- ambient temperature needed for the running of the equipment.
- insufficient cleaning or maintenance of the equipment or with inadequate chemicals.

- the equipment has been during the time of the warranty repaired, modified or disassembled by any person not specifically authorized from us.

Furthermore there is no warranty for lightening equipment or glass.  
Warranty expires in any case one year after the date of transfer of perils.

Warranty means that we have to replace free of charge for the customer, spare parts within an appropriate time in case that the customer can give us the proof of our responsibility.

The discount granted to the reseller is including labour costs for warranty intervention.

Spare parts will only be replaced during the warranty free of charge for the reseller in case that the defect part is sent back to us to enable a control of the defectiveness.

If the repair increases 40% of the value of the new delivered product, we grant us the right to exchange the goods with a new one.

Only written (Fax - Email or letter) claims of defects addressed to our main office in Arnsberg will be taken into consideration

## **9. Withdrawal of the order**

The customer can withdraw the order in case that we are not able to supply the goods and he has an obvious interest to do so.

If the customer does not fulfill the contract, we are authorized to invoice 30% of the amount of the contract without the necessity of giving any further explanation.

In case our damage is higher than the 30% of the amount of the order we have to submit concrete data hereabout.

## **10. Final Regulations – Court of Jurisdiction**

Should a part of the contract or of these sales conditions be invalid, it doesn't change anything to the validity of the rest of the contract or of our sales conditions.

This is a translation of the German sales conditions. In case of litigation only the German text is of application.

The German text of our sales conditions are any time available on our website under [www.stelux.eu/de/index.php?page=agb](http://www.stelux.eu/de/index.php?page=agb)

Only German jurisdiction is applicable and fulfillment for delivery or payment cases can only be in any possible case the court of Arnsberg.