

# Conditions for Delivery – General Terms and Conditions (AGB)

NOSTA GmbH, An der Bahn 5, 89420 Höchstädt, Germany

## 1. Proposals - Orders

Our proposals are generally subject to alteration. Orders can be cancelled with our consent.

Proposals and orders are only valid for the specified quantities. In the event of changes in quantity we reserve the right to make price adjustments.

All business transactions, like orders, proposals and shipments are based on our General Terms and Conditions (AGB). AGB of business partners can only be recognized in points where they are in agreement with ours.

In preparing a proposal, we confirm the feasibility of product manufacture.

Our offers are valid 3 months from date of creation.

## 2. Prices

Our prices confirmed in writing are ex-factory VAT not included. Minimum order value is €125. The minimum value per ordered position is €15.00. We reserve the right to charge the prices for alloy-/scrap, surcharges are applicable on the day of shipment. Upon immediate shipment, the invoice replaces the order confirmation.

## 3. Lead Times

Nonconformance with the terms of payment, credit problems discovered afterwards or an unreasonable obstacle for the delivery give us the right for the entire- or partial cancellation of the order. Claims for damages by the client are then expressly excluded. The time for delivery begins after complete clarification of the order on both parts and after our written order confirmation. Partial shipments are permissible, even if the recipient has higher shipping expenses to bear. Unforeseen difficulties in shipping outside our intentions as the shipper, e.g. by force majeure, industrial disruptions, scrap-production, time delays by suppliers, strike and other reasons, give us the right to a reasonable extension of the lead time, even when these only become obvious during the delay in delivery. Our confirmed delivery dates are dates ex-factory.

## 4. Shipment Volumes and Packaging

Over-shipments and short shipments up or below 15% of the ordered merchandise are common and acceptable. We choose the type of packing according to our own judgment.

## 5. Shipping

All shipping is done at the risk of the client, also when shipped prepaid. The risk transfer to the client takes place on the day when the shipment is ready to be dispatched. We are only liable for preparing the goods correctly for the method of transport by our employees. The choice of transporting method rests with the supplier.

## 6. Payment

Payment is due within the following time deadlines: within 14 days, minus 2% discount, 30 days net after receipt of goods, to be credited with us within these delays. Invoice amounts under €50.00 net are due immediately. Discounts are only permissible when all existing invoices have been paid. The expense of letters of exchange are borne by the issuer and are due immediately, net without discount. Failure to pay on time may result in late payment charges in the amount of overdraft interest, as is common with commercial banks. Payment delay or uncertainty about the ability to pay will result in the maturity of all outstanding amounts. Holding back payment or set-off because of counter claims are expressly excluded.

Minimum value per position without certificate: € 15.00

Minimum invoice value:                      National € 50.00    International € 125.00.

## 7. Product Complaint

Product complaints can be accepted within 30 days after the goods have been received. Faulty merchandise will be replaced by us as quickly as possible. Concerning merchandise produced to customer drawing specification, we are only liable for a drawing conform product. Further demands and claims for damages by the client because of non-fulfillment, negligence and other reasons, also indirect damages and during a delay are expressly excluded.

The supplied parts will not be subjected to a crack-test. Should this be necessary on account of an application, it should be expressly prescribed by the client. Damage by cracking or similar material defects e.g. duplication are excluded from liability.

The return of parts after custom production which correspond with the drawing are excluded from return after their manufacture.

Material requirements which deviate from standards must be defined at the time of the order/inquiry. Product complaints raised later will not be accepted.

#### **8. Retention of Title**

Delivered goods remain our property until all liabilities are met by the client. The client may only transfer his rights to a third party with our consent.

#### **9. Place of Fulfillment and Jurisdiction**

Place of fulfillment for both parties is Höchstädt/Donau. Place of jurisdiction, also for default action and for receivables is the County Court Dillingen.

#### **10. Notice for TS 16949**

As a TS 16949 certified manufacturer we would like you to take notice that the production of your order may be event-oriented, bringing in uncertified suppliers. This will have no impact on the quality of your products received. Should this not be in line with your requirements, we ask you for your objection within 14 days after receipt of this document.

#### **11. Contract Basis for Surface Treatments**

##### **11.1 Notices and contractual exceptions for procedures of galvanic zinc coating, tinning, Geomet, Delta Seal coating or varnishing :**

The indicated layer thickness on the drawing is a minimum layer thickness. In the event there is a maximum layer thickness required for functional reasons, it must be specified.

After the application of surface layers, threads may no longer be to specification, but they are screwable.

There is no guarantee for tolerances after galvanizing. Drilled holes are as a rule bare or not optimally galvanized.

Surface covering by production procedure "Rack Materials":

In covering rack items, minimally covered or bare contact points may appear, depending upon the kind of suspension of the rack and its geometry. Inside areas or threads remain bare or have only a slight surface covering.

Surface covering by production procedure "Drum Goods":

Here parts may stick together or have adhesive points. In this procedure layer thickness may fall short. Impact points and adhesion cannot be eliminated, due to the nature of the process.

Surface covering by process of "Dip-Spinning":

Bare contact points appear from mounting the parts on a rack. Material accumulation in form of runs and formation of drops cannot be avoided.

Surface layer measuring:

For reasons of technical procedure in measuring layer thickness, one value-x is formed from five single values.

The x-values are documented from several measuring series in the measuring protocol. If there are no measuring points indicated on the drawing, they will be defined by Nosta.

Liability- and guarantee exclusion:

When coated parts are galvanized, there is the danger of hydrogen embrittlement. The consequence can be a higher degree of danger in fracturing while the parts are in use at a later date. Therefore we exclude any kind of liability and warranty already at the time of receiving an order for parts for this production process.

##### **11.2 Yellow Galvanizing – Notice of Caution**

Surface galvanized-yellow chromated contains Chrome VI. In case of an order, please confirm execution of order contrary to EU-guidelines.

As Chrome VI free surface, we can recommend galvanized-blue chromated or galvanized-yellow (thick layer passivized). Please request the price for the execution in galvanized-yellow.

### **11.3 Execution**

If not indicated otherwise on the drawing or the purchase order, straightness and all other not specified dimensions will be produced according DIN ISO 2768, part 2, tolerance L. Parts produced according to customer drawing or according special customer requirements cannot be taken back after production.

### **12. Technical execution of DIN products**

Due to technicals reasons products with outdated or ambiguous designations and / or with missing details concerning e.g the execution of extraction holes or their position (norms or other details missing) will be produced according to DIN with the additional standards of company Nosta. You can find further information in our catalogue ‚Standard Parts‘.

### **13. The supply contract remains in force even if some of the stipulations may be invalid.**