1. Terms and conditions of delivery

1.1 All deliveries and calculations are computed at the most current prices and conditions. All offers are non-binding.

1.2 We hereby counter any terms and conditions of the customer that deviate from our own or from the statutory regulations, nor do we acknowledge them even if we have failed to file a contradiction based on the deviations.

1.3 The dispatch of our price list is not to be deemed an offer. Orders based on the dispatch of price lists, circulars or general quotes do not represent an obligation for delivery.

1.4 Verbal agreement with employees not authorized to represent Norsystec must be expressly countered the customers'. In other words, no deviations from our terms and conditions of delivery and placement are still the only ones that apply, even if we have not expressly countered the customers’. In other words, we only accept liability for the terms and conditions of delivery and payment, our terms and conditions of delivery and payment are valid unless we expressly countered the customers’. In other words, the value of the secured claims by more than 20%.

2. Scope of service

2.1 Unless Norsystec has expressly agreed that the full tooling costs pass to the orderer, in addition to the price of the delivery, the calculated price refers to partial tooling costs and consequently the tools and corresponding equipment remain the property of Norsystec. If it has agreed that the full tooling costs are to be only then with the transfer of property, Norsystec will retain the property until the final conclusion of the business relationship with the customer and the payment of all receivables due Norsystec from the business relationship pursuant to no. 5.

2.2 Norsystec reserves its property and copyright exploitation rights to all quotations, drafts and other documents which Norsystec provides the customer without restriction.

2.3 Differences in the quantity or quality of the delivered goods which are either nonessential or in keeping with standard commercial practices are to be accepted by the customer. The customer bears the risk of use or application unless Norsystec expressly guarantees a specific use or applicability.

3. Delivery periods, partial deliveries

3.1 Delivery periods and delivery dates are only binding if declared in writing with respect to production-related over- or under-delivery. The total price changes accordingly.

3.2 The indicated delivery times and dates refer to regular business procedures and may be delayed commensurately in the event of lockouts or similar instances of force majeure for which Norsystec is not responsible.

3.3 unforeseen occurrences at Norsystec or its suppliers, such as business disruptions, actions by supervisory authorities, power outages, strikes, lockouts or similar instances of force majeure for which Norsystec is not responsible.

3.4 If the delivery period or date is exceeded for reasons which Norsystec is responsible for, the customer must declare in writing that Norsystec has a grace period for 2 (two) weeks to make the delivery, after which the customer refuses to accept it. Claims of compensatory damage of any kind are excluded.

4. Prices and terms and conditions of payment

4.1 The prices indicated by Norsystec are in EURO and do not include the value added tax, packaging, freight, shipping or insurance.

4.2 Our terms and conditions of delivery and placement are the only terms and conditions which apply. The customer expressly agrees to this upon placing an order with us. This is also the case for any future orders which the customer places with us, even if no explicit reference is made to these terms and conditions. Should the order be placed in a manner that deviates from our terms and conditions of delivery and placement, our terms and conditions of delivery and placement are still the only ones that apply, even if we have not expressly countered the customers'. In other words, no deviations from our terms and conditions of delivery and placement are valid unless we expressly agree to them in writing.

We are entitled to assign the claims from our business relationships. All contracts are subject to the laws of the Federal Republic of Germany, in particular the German Civil Code (Bürgerliches Gesetzbuch) and the German Commercial Code (Handelsgesetzbuch).

The jurisdiction is either Göttingen or Stuttgart, Germany, at the discretion of the creditor.

Should the customer fall into arrears with respect to any payment obligations to us, all outstanding sums will become due immediately.

The customer is not entitled to offset counterclaims unless said counterclaims are undisputed or legally binding. The customer has no right of retention unless it applies to one and the same contractual relationship or its counterclaims are undisputed or legally binding.

5. Retention of title

5.1 Norsystec retains the title to delivered goods until all claims from the business transaction with the customer have been settled.

We are entitled to exercise our rights related to retention of title – in particular our right to take back the delivered goods subject to retention of title without rescinding the relevant purchase contract beforehand.

5.2 The customer is entitled to sell the goods subject to retention of title in the ordinary course of business, as long as the customer settles its obligations with Norsystec with respect to the business transaction in due time. The customer has no right to pledge the goods subject to retention of title or to otherwise encumber them as collateral. The customer is obligated to guarantee the rights of Norsystec in the event that the customer resells the goods subject to retention of title on credit.

5.3 In the event of arrears by the customer, after giving the customer an appropriate grace period, Norsystec is entitled to demand the surrender of the goods subject to retention of title at the customer's cost without rescinding the contract.

5.4 For the security of Norsystec, the customer assigns all rights and claims arising from the resale of goods subject to retention of title by Norsystec. Norsystec hereby accepts said assignment.

5.5.1 The customer always undertakes any preparation, processing or transformation of goods subject to retention of title on behalf of Norsystec. If the goods subject to retention of title are processed with or inseparably incorporated into other objects not belonging to Norsystec, Norsystec becomes an owner in common of the new product in proportion to the invoicing value of the goods subject to retention of title by the value of the other processed objects at the time of processing.

5.5.2 If the goods of Norsystec are joined to or inseparably incorporated into other objects to create a unit, and if the other objects are deemed the main item, then the customer will assign to Norsystec a pro rata ownership to Norsystec to the extent that the main item belongs to the customer.

5.5.3 The customer will keep the fully or partially owned goods safe free of charge for Norsystec. In all other respects the rules applicable to the goods subject to retention of title also apply to the item created by processing, joining or incorporation.

5.6 The customer is obligated to inform Norsystec immediately of enforcement measures initiated by third parties against the goods subject to retention of title, against the claims assigned to Norsystec or against other securities and to hand over all documents necessary for Norsystec to intervene. This also applies to other types of encroachment.

5.7 At the request of the customer, Norsystec will release the securities to which it is entitled under the preceding terms and conditions as long as the value of the delivered goods subject to retention of title exceeds the value of the secured claims by more than 20%.

6. Warranty

6.1 The customer must make a claim for apparent defects immediately upon the receipt of the goods at the place of destination and for hidden defects immediately upon the discovery thereof.

6.2 In such an event, the customer must inform Norsystec of the manner of storing, preparing, processing or using the delivered goods. The customer must preserve the original state of the goods and refinement of our goods and allow us to inspect the same as necessary. If the goods are found to be defective, we will either replace them or give the customer a corresponding credit at our discretion. If there is any deviation with replacing the goods, the customer is entitled to demand the rescission of the contract or the reduction of the contractual fee. Claims of compensatory damages are excluded.

6.3 The exclusion of claims of compensatory damage does not apply to cases in which our delivered goods lack specific properties which we contractually guaranteed they would have. We only accept liability for technical or color values according to the respective technology unless we have contractually guaranteed these values specifically.

6.4 Our warranty is valid for twelve (12) months. It begins on the date of delivery ex works.

7. Exclusion of claims of compensatory damage

Claims not expressly granted in these terms and conditions, especially claims of compensatory damage due to the subsequent impossibility or infringement of our duty with replacement defective goods, the violation of our incidental or our contractual duties, culpability upon contract conclusion, or tortious conduct – even if such claims relate to the warranty rights of the customer – are excluded if and insofar as the damage is not due to a willful or grossly negligent breach of contract by one of our legal representatives or vicarious agents.

8. Place of fulfillment, jurisdiction and applicable law

8.1 The place of fulfillment for all obligations is the registered office of Norsystec (Nohra), Germany.

8.2 The laws of the Federal Republic of Germany apply.

8.3 If one or multiple provisions in these terms and conditions of delivery and payment are unenforceable or invalid, the provisos which most closely match(es) the intended economic purpose of the contract shall replace said provision(s). The other provisions remain valid to their full extent.

Norsystec GmbH
(version 1 November 2015)