



Terms & Conditions:

Revision Date Jan.1st 2022

1) SCOPE, BINDING EFFECT

1.1 These General Terms and Conditions of Sale shall apply to any offer made by Kimtron Inc. to the respective customer as well as to any agreement between Kimtron and the respective Customer regarding the sale of goods and services ("Agreement"), unless otherwise agreed in writing.

1.2 The current version of the General Terms and Conditions of Sale is available on the internet (www.kimtron.com). By placing an order, the General Terms and Conditions become an integral part of the Agreement and become valid and binding with respect to any further offers by Kimtron.

2) OFFER AND ACCEPT

2.1 Offers made by Kimtron shall in any case be binding and at no charge unless otherwise agreed. By placing an order, the Customer makes a binding offer to enter into an Agreement.

2.2 Orders shall be deemed accepted by Kimtron if confirmed by Kimtron in writing (in print, by email or facsimile).

3) PRICES

3.1 The prices offered or confirmed shall be deemed net prices, unless otherwise agreed in writing.

4) DELIVERY

4.1 Delivery dates shall be understood Ex Works and are contained in the written confirmation of Kimtron. Any delivery date or delivery period shall serve for orientation purposes only and shall be non-binding unless expressly confirmed by Kimtron in writing as binding.

4.2 The transfer of goods to the Customer shall be made FOB unless otherwise agreed in writing, the transfer to the carrier at the production plant of Kimtron or at any other place of lading shall be considered as dispatch to the Customer, and the risk of loss or damage during transportation therewith passes to the customer, irrespective of any existing dispatch conditions.

4.3 The general dispatch with respect to the delivered items shall be determined by the Customer. However, Kimtron reserves the right to determine the detailed dispatch proceedings in its own discretion and to split a delivery into partial deliveries, whereby the partial deliveries shall be charged separately and fall due for payment on the due date indicated on the invoice, irrespective of the remaining deliveries unless expressly confirmed by Kimtron in writing.

4.4 Any delay in the dispatch of a partial delivery shall not release the Customer from its obligations to accept the remaining deliveries.

4.5 In case the Customer refuses to accept the ordered goods, Kimtron shall have the right to withdraw from the contract with a one-week prior notice or to claim damages for non-performance. The Customer shall be liable for any additional handling costs, storage costs and any other costs as well as for the risk of loss relating to the ordered goods or the delivery of the ordered goods.

4.6 In addition, Kimtron reserves the right to retain any further deliveries not related to the respective delivery.

5) PAYMENT TERMS

5.1 The Customer undertakes to make the net payment within the term agreed from the date of the invoice.

5.2 Cash discounts granted by Kimtron shall only be valid if payment is made within the agreed term.

5.3 Kimtron reserves the right to make the delivery and acceptance of the goods contingent on a credit assessment of the Customer. By placing an order, the customer consents to the right of Kimtron to conduct a credit assessment. Kimtron reserves the right to withdraw in whole or in part from the contract if the solvency of the customer is questionable from an objective point of view.

5.4 A payment is deemed to be made only if Kimtron may freely dispose of the respective amount, irrespective of the payment method.

5.5 In case of non-payment of the purchase price by the Customer, Kimtron shall – in its own discretion and without limiting any further legal remedies – have the right to withhold any further deliveries, to withdraw from the contract and to sell the remaining goods for the account of the Customer and to offset the proceeds against the sales price owned to Kimtron by the Customer. The Customer shall be obliged to pay to Kimtron the residue owed. Further, the Customer shall be liable for any additional costs, including but not limited to, reasonable legal and accounting costs as well as further collection costs resulting from the non-performance on the part of the Customer.

5.6 The Customer shall not have the right to offset any debts receivable against debts receivable of Kimtron. The representatives of Kimtron shall not be authorized to accept payments.

ISO 9001:2015 Certified

6) RESERVATION OF TITLE

6.1 All goods supplied by Kimtron remain the property of Kimtron until full payment has been made. The Customer hereby authorizes Kimtron to have the reservation of title entered into the official register.

7) COMPLAINTS, NOTIFICATION OF DEFECTS

7.1 Immediately upon receipt of the goods purchased by the Customer, the Customer shall inspect the goods and shall notify Kimtron in writing of any claims for short-ages, defects or damages.

7.2 The warranty terms of Kimtron shall apply.

7.3 The Customer shall not be entitled to retain any payments in relation to the rejected goods unless otherwise agreed in writing.

8) WARRANTY AND LIABILITY

8.1 Warranties unless otherwise agreed in writing shall only apply to manufacture or material defects occurring within the warranty period determined separately for each product.

8.2 The warranties for the different product groups are further specified in the warranty terms of Kimtron.

8.3 It shall be expressly pointed out that Kimtron shall not be liable for any consequential costs in relation to any warranty claims.

9) FORCE MAJEURE

9.1 Any delay in delivery or any other impairment of performance of Kimtron or of any supplier or subcontractor of Kimtron due to events of force majeure, such as labor strike, lock-out, governmental acts, natural disaster, epidemic plagues, etc. shall release Kimtron from any liability, even if a specific delivery date or delivery time has been agreed. In such events, Kimtron shall have the right to postpone the delivery for the term of the delay including a reasonable additional period, or to withdraw in whole or in part from the contract.

10) INTELLECTUAL PROPERTY RIGHTS

10.1 Any drawing, plan, draft, design, etc. shall at all times and for all purposes remain Kimtron's exclusive property.

10.2 Kimtron shall not be liable for the violation of any intellectual property right or related claims resulting from the manufacturing of objects based on drawings, models or templates provided by the Customer. The Customer shall hold Kimtron harmless for any third party claims.

11) CONFIDENTIALITY

11.1 The Customer shall keep strictly confidential any information about Kimtron and products obtained from Kimtron in connection with the business relationship with Kimtron and shall ensure that its staff and any appointed subcontractor comply with said obligation.

12) PRODUCT RECALL

12.1 In case reasonable grounds exist for a product recall to be made by Kimtron, the Customer undertakes to assist Kimtron in the best possible way with any necessary dispositions.

12.2 The Customer shall take any measures to be at all times in a position to return the products to Kimtron in case of a product recall. In particular, the Customer shall take measures in order to secure the statutory traceability of the products.

12.3 Upon request by Kimtron, the Customer undertakes to return to Kimtron all products affected by a product recall. These provisions shall apply, if feasible, to affected products which are already in possession of the end customer.

12.4 Kimtron shall not bear any costs in connection with a product recall unless Kimtron established the cause for the product recall. Any liability of Kimtron for any consequential costs incurred by the Customer such as costs due to breakdown, loss of revenue, etc. shall be explicitly excluded.

13) T & M Provisions

13.1 In the event that provisions of these General Terms and Conditions of Sale are invalid in whole or in part, such invalidity shall not affect the validity of the remaining provisions of the General Terms and Conditions or of the respective Agreement. The parties agree to replace the invalid provision with a provision the economic content.

13.2 These General Terms and Conditions of Sale and all Agreements between Kimtron and the Customer shall be governed by and construed in accordance with USA law.

13.3 Any dispute arising out of or in connection with these General Terms and Conditions shall be subject to the exclusive jurisdiction of Connecticut, USA.



Made In America

ISO 9001:2015 Certified