

General Terms and Conditions of Business

Terms and Conditions of Payment and Delivery – JEAN MÜLLER

1. Our “Terms and Conditions of Payment and Delivery” and, as a supplement, the “General Terms and Conditions of Delivery for Products and Services of the Electrical Industry”, each as amended, shall apply.
2. Calculation shall be in Euro at the list prices, rebates and terms and conditions valid on the date of delivery.
3. Payment shall be purely net within 30 days of date of invoice without any deduction. In payment within 14 days, we shall grant 2% discount. The prices printed shall apply to deliveries ex works exclusive of packaging (which shall be charged at cost price and not taken back). The prices shall be understood exclusive of value added tax, which shall be charged at the rate of value added tax valid on the date of delivery. The right to changes in price shall remain reserved; charging shall be based on the price valid on the date of delivery in question.
4. For orders with a value of more than EUR 500.– net – exclusive of metal surcharges (MTZ), exclusive of VAT – delivery shall be ex works, albeit inclusive of packaging; for orders with a value of more than EUR 1,000.– net – exclusive of metal surcharges (MTZ), exclusive of VAT –, we shall supply franco domicile or free German border inclusive of packaging.
5. Distribution cabinets, junction boxes, low-voltage distributions etc. have been excluded from this regulation. Here, our list or quotation prices shall apply to deliveries ex works as a matter of principle, exclusive of packaging.
6. Minimum orders
 - 6.1 The minimum order quantity for low-voltage power fuse inserts shall be 12 units for size “00” to size “1”; 6 units for size “2”; 3 units for size “3” per item of goods in stock.
 - 6.2 The minimum order quantity for D and cylindrical fuses shall be the packaging unit stated in the case in question.
 - 6.3 For very small orders with a net goods value – exclusive of metal surcharges (MTZ), exclusive of VAT – of under EUR 100.–, a processing surcharge of EUR 25.– shall be charged.
7. As a matter of principle, goods shall travel for the recipient’s account and at its risk, even if delivery freight prepaid has been agreed.
8. Complaints shall be notified to us within 8 days of receipt of the goods, enclosing the delivery note. Returns shall require our prior consent. The articles giving rise to complaint shall be sent back postage paid. If examination shows that manufacturing or workshop errors exist, replacement shall be provided or a credit granted at our due discretion. Further-reaching claims to damages have been ruled out.
9. Breakage damage shall be charged to the haulier in question, as we ensure proper packaging as a matter of principle. Therefore, damage is to be notified to the haulier. We shall grant breakage insurance for 1.5% of the net value of the goods in the event of a specific delivery directive.
10. All goods supplied by us shall remain our property until complete payment – in the event of payment by bill and cheque, until the latter are honoured.
11. The right to amendments, in particular of the values, dimensions and weights stated and designations, shall remain reserved. Illustrations shall be non-binding.
12. If copper prices rise above EUR 180.–/100 kg and silver prices above EUR 200.–/1 kg, surcharges shall be charged. They shall be calculated according to a table which will be sent to you by request and shall be based on the copper or silver share of the device in question, as the case may be. Charging shall be at the quotation on the date before receipt of the order. The surcharges shall thus be notified with the order confirmation.
13. The prices printed shall entitle us to change prices if increases in costs occur. Apart from this, this price list shall remain valid until the next issue is published or an inflation surcharge is notified.
14. Place of performance and place of jurisdiction for both parties shall be Eltville am Rhein.
15. By placing orders, the Customer declares its agreement with our terms and conditions. Please use our article number in your orders.

Export orders

For export orders, the version of the “General Terms and Conditions of Delivery for Products and Services of the Electrical Industry” (ZVEI issue) valid at the time in question shall apply.

Subject to alterations!

Date: July 2011