

# Conditions for return of products

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Return deliveries can be carried out only after arrangement with us. The following conditions must be met for taking back goods delivered by Aerotechnik Siegwart:

### **1. Product range:**

We can only take back fittings held in stock in undamaged and clean condition. We reserve the right to eliminate any components not in perfect order.

Spiral ducts as well as products supplied or made to order may generally not be returned. The return of such parts will be refused.

### **2. Return delivery:**

The goods must be returned freight paid to us within 3 months after delivery. The returned goods shall be accompanied by a significant return delivery note indicating our order number. Please advise our consultant responsible some days before.

### **3. Credit note:**

For the components recognized by our company, we issue a credit note in the amount of the net value minus 30% handling charge and additional possible costs for return freight. When returning larger partial deliveries, we reserve the right to deduct the effective costs of the outgoing freight.

## General information

All prices are to be understood ex works, exclusive of VAT.

Delivery dates confirmed refer to the date of delivery from our factory.

We only deliver according to our General Terms and Conditions in the latest version.

Special parts which you can not find in this list are produced according to your requests.



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# Technical information

Due to a computer driven marking-out table developed by Aerotechnik Siegwart we can manufacture all special fittings, e.g.

<b>Segment bends</b>	with a varying number of segments as well as in all angle degrees and diameters
<b>Y-pieces</b>	in all angle degrees
<b>Regular T-Pieces with reducer</b>	symmetrical or asymmetrical in all angle degrees
<b>Saddles</b>	symmetrical or asymmetrical in all angle degrees

Further special fittings are producible on request according to drawing.

Spiral ducts and fittings can be delivered up to  $\varnothing$  800 mm in the following materials:

<b>Stainless steel</b>	material no. 1.4571	price multiplier 6.0
<b>Aluminium</b>		price multiplier 4.05



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# Conditions of Delivery and Sale

## I. Summary

1. The following conditions apply for all deliveries and services insofar as the buyer at the time the contract was concluded - at the latest upon receipt of the consignment or services by the buyer - has knowledge thereof and does not expressly contradict their validity.
2. Terms and conditions of purchase of the buyer shall not be binding – even if we do not expressly object to them.
3. Statements from or to sales representatives or travelling salesmen shall only become valid after written confirmation by us. The same applies to oral agreements and deviations from these conditions.

## II. Offers

1. Our offers are without engagement up to the acceptance by the customer.
2. Orders shall only be regarded as accepted when they have been confirmed by us in writing.
3. Illustrations, drawings, weights, dimensions and technical specifications in catalogues and printed material shall be approximate values. Even following the conclusion of the contract we reserve the right to make technical and constructive changes where considered necessary and appropriate.
4. Cost estimates, drawings and other documents shall remain our property and shall be subject to our copyright. They may not be made available to a third party.

## III. Prices

1. Our prices shall be ex works, net, including loading at the works, excluding packaging. Packaging materials shall not be taken back.
2. Prices quoted free of freight are valid with the provision of open, unimpeded road, rail and marine transportation (over the most economical routes). Dead freights are at buyer's cost. The purchaser shall be liable for the safe status of the delivery and removal distance to the place of unloading, especially for sufficient load capacity, transport area, barriers and clear visibility. If the purchaser neglects this insurance obligation, he is liable to pay compensation for any resulting damage including damages on the delivery vehicle. He undertakes to indemnify us from any claims by third parties. Delivery vehicles must be able to approach without restriction and without any waiting time at the place of unloading and must be unloaded without delay.
3. Any additional charges and public charges, any newly introduced taxes, any freights as well as their increases which make the delivery directly or indirectly more expensive, must be borne by the purchaser unless legal provisions state otherwise.

## IV. Payment conditions

1. If not already agreed with us when concluding the contract, the payment terms and dates stated in our invoices shall apply.
2. The purchase price shall be paid solely and directly to us. The obligation to pay shall become due as from the moment of the transfer of risk (clause VII 2 and 4) irrespective of the receipt of the goods and the right of notification of defects. The invoice amount is due within 14 days of the issuing of the invoice with 2% discount or within 30 days net. After the expiry of a period of 30 days upon receipt of invoice, the customer falls into arrears of payment (§ 284 III BGB n.F.).
3. We shall not be obliged to accept bills and cheques. Bills of exchange and cheques are credited subject to receipt and stating the value date at which the equivalent is available.
4. All our claims shall be due and payable immediately, regardless of the maturity date of any received and credited bills and contrary to clause 2, if the terms of payment are not adhered to and if we become aware of circumstances which in our opinion are capable of impairing the buyer's creditworthiness. In this case we would be entitled to make still outstanding deliveries only against advance payment and, after a reasonable period of grace with threat of refusal, to cancel the contract or to claim damages for non-performance. Further we are entitled to prohibit the further disposal of the delivered goods and demand their return or the transfer of direct ownership of the goods supplied at the customer's cost and revoke the direct debit mandate according to clause V 4. In the cases stated, the customer agrees in advance the reacceptance of the delivered items by us.
5. If our terms are exceeded, we are entitled to charge interest in the amount of the respectively common bank-rates including commissions for short-term credit, however, the minimum interest rate charged will be 5% above the base interest rate according to § 1 discount-rate transition laws of 09-06-98.

## V. Reservation of title

1. Delivered goods shall remain our property (reserved goods) pending full and complete payment of all present and future claims. This also applies to payments for particular denominated claims. If our ownership expires as a result of combining or mixing, the customer shall transfer ownership rights to us now for the new item or the goods to the extent of the invoice value of the goods subject. He shall safeguard them for us free of charge. The joint ownership rights resulting therefrom shall be deemed as goods in which title is retained pursuant to section 1.
2. The buyer may sell the goods under reservation only in the usual case of business for as long as he is not in default. The buyer shall be entitled and authorised to resell the goods on retention only subject to the reservation, that the claim on the purchase price resulting from the resale is assigned to the supplier in accordance with the following provisions of this clause. The customer shall not be entitled to dispose of the reserved goods in any other way. The claims of the buyer from the resale of the conditional goods are now hereby assigned to us. The assigned claim serves to secure the value of goods of the respective goods sold under retention of title as well as the respective balance. If the reserved goods are sold by the customer together with other goods not provided by us, then the assignment of the claim for the purchase price shall only apply to the invoice value of the retained goods, which form the subject of the purchase contract or part of the object of the purchase.
3. If the retained goods are used by the buyer to fulfil a works contract or a works delivery contract, then the claim from the works or works delivery contract is transferred to us in the same amount as for the purchase price claim.
4. As long as he meets his payment obligations, the purchaser shall, however, be entitled to collect receivable debts from the resale. At our request the buyer must immediately inform the customers of such assignment to us and provide us with such documents as they are necessary to obtain the information required.
5. The customer must notify us of an attachment or other impairment of the privileged property by third parties. He is duty bound to pay the expense of any measures required to return our property to us, especially the charges of any intervention proceedings, if they cannot be collected from the opposing party.

## VI. Delivery time and performance of delivery

1. The delivery dates given by us are subject to unforeseen circumstances beyond our control, e.g. malfunctions, delays in delivery of essential raw materials or auxiliary materials, fire or similar disasters.

2. Cases of force majeure shall entitle us to postpone the delivery for the duration of the hindrance and a reasonable initial period or if the contract has not yet been fulfilled to cancel the contract agreement either partially or entirely. Force majeure includes strikes, lock-outs and any other circumstances which make delivery essentially more difficult or impossible.
3. If an agreed delivery period (fix time) is exceeded, claim compensation can only be asserted in case of intent or gross negligence. In case of delay in delivery for more than one month, the buyer is obliged to fix an appropriate period of grace. The purchaser may only withdraw from the contract if the goods have not been delivered within this grace period. Furthermore claims of compensation for non-fulfilment or delayed fulfilment can only be asserted in case of intentional or gross negligence. Claims to compensation for consequential damage shall be excluded.

## VII. Dispatch and transfer of risk

1. Shipment is at the cost of the buyer. Customers' conditions, dispatch method and dispatch route are not binding for us. However we will try our best to meet the wishes of our customers as far as possible.
2. On receipt of the goods by the forwarder or carrier and the latest when the goods leave our factory, the risk will be passed to the buyer, including the risk of confiscation. We are entitled, but are not obliged to assure the goods against transport damages at the cost of the purchaser. The buyer is obliged to carry out claim settlement.
3. Type of packaging is determined by the buyer. In the absence of the customer's instructions at the time of shipment, we deliver our products unpacked.
4. In case the goods are not collected after notification of the readiness of dispatch, we are entitled to demand payment. In case the buyer is more than one month behind in taking over goods, we are entitled to charge the common storage fees. On the day of reporting that the goods are ready for shipment, the risk passes over to the buyer.
5. We make every effort to supply or ship the goods together; we are, however, entitled to effect part deliveries.
6. Unloading of the goods shall be the customer's responsibility and at his expense.

## VIII. Installation

1. Installation at the place of use of the machinery provided by us is generally not covered by this contract. After written request by the purchaser, we are willing to put engineers and technicians at his side. The request requires the buyer to pay the installation advice in the usual amount.
2. Our assembly experts shall be regarded as assistants or vicarious agents of the buyer. The buyer shall not involve our personnel in activities or work beyond the purpose of assembly.

## IX. Deficiencies and Guarantee

1. The date when the goods leave the works shall be decisive for the conditions of the goods according to the agreement. Defects or deficiencies must be reported to us in writing within a period of one week.
2. For any defects of the goods, including the lack of agreed characteristics, we shall warrant as follows:
  - a) in the case of air conditioning and ventilation products for the duration of one year
  - b) in the case of devices from other suppliers such as actuators, pumps, thermostats, drives, etc. for the duration of six months, unless the supplier shall be liable towards us over a longer period of time.
3. In case we expressly recognise warranty, we are entitled to repair or exchange the parts damaged free of charge at our choice. Further guarantee claims are permissible only when we are not able to correct the defect. Claims for the compensation of a damage that does not exist in the goods delivered themselves shall be excluded.
4. Excluded from any warranty are damages originating in the following: improper handling, incorrect operation, non-observance of our operating instructions, standard specifications or local installation instructions.
5. The guarantee shall expire if repairs have been carried out without our permission during the guarantee period by third parties.
6. Further claims on the part of the purchaser, particularly any claims for compensation for damages that have not arisen in the delivery item itself are excluded to the extent permitted by law.
7. Uneven surfaces and differences in colour, especially in the case of galvanized material within a delivery or from delivery to delivery are within the tolerances and do not represent a defect.

## X. Return of products

- Goods delivered contractually cannot generally be returned. If, however, we do decide to take goods back, we will pay 70% of the invoiced amount for perfect and unused material after deduction of costs for freight, transport damage and so on.

## XI. Place of Performance, Place of Jurisdiction and Applicable Law

1. Place of performance for the delivery is Sulzbach. Place of performance for other concluding contracts and place of jurisdiction, also as concerns bills of exchange and cheques, are for both parties Sulzbach – to the extent permitted by law.
2. We are also entitled to bring an action against the buyer at his general place of jurisdiction.
3. In all cases only German law shall apply to the exclusion of foreign law.

## XII. Miscellaneous

1. Alternatives to the purchase contract, especially in the case of indicated sub-customers and final recipients and the receiving station, the shipping method and the like, can only become effective in agreement with us.
2. Should parts of these Terms and Conditions of Sale and Delivery be or become null and void, this will not affect the validity of the other conditions. Any invalid provision is to be replaced according to the other conditions.



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