



Delivery and Payment Terms

Scope of Application

Sales and deliveries by Rota Free Inc. are governed solely by the following terms and conditions of delivery and payment ("Terms"). By placing an order or accepting delivery, the purchaser acknowledges and agrees to these Terms. They will apply to all future transactions with the purchaser. Any conflicting or additional terms from the purchaser are expressly excluded, even if not explicitly rejected by us.

Offer and Contract Formation

Our offers and order confirmations determine the scope and nature of the delivery. An order becomes binding only upon our written confirmation; until then, our offers are non-binding. Specifications like dimensions, weights, drawings, and illustrations are binding for order execution only if confirmed in writing by us.

We retain ownership and intellectual property rights to all documents like illustrations and drawings. They must not be disclosed to third parties without our prior consent and must be returned upon request.

The purchaser warrants that provided working drawings do not violate third-party rights. We are not obligated to verify third-party rights when producing according to the purchaser's drawings. The purchaser indemnifies us against any third-party claims arising from such drawings. We provide workshop or individual part drawings only if agreed in writing during order placement.

Prices and Delivery Terms

Prices are ex works, as specified before delivery, excluding VAT, packaging, freight, and postage. Unless otherwise agreed, our prices at the time of contract formation apply. Packaging is charged at cost.

Delivery is ex works, as specified before delivery.

Payment Terms

Payment is due within thirty (30) days from the invoice date without deduction. Payment for repairs, services, or other works is also due within thirty (30) days from the invoice date.

The purchaser may offset claims only if they are undisputed or legally established. The same applies to rights of retention. In case of defects in the delivered item, the purchaser's rights remain unaffected.

A service charge of 1.5% per month is applied to invoices unpaid after 30 days. The purchaser bears all collection costs, including reasonable attorney fees. Claims for further damages due to default remain unaffected. The purchaser must also pay any applicable taxes resulting from the transaction.

Retention of Title

We retain ownership of the delivery item until full payment under the delivery contract is received.

The purchaser may not pledge or use the delivery item as security. In case of third-party seizure, the purchaser must inform us immediately.

Upon breach of contract, especially in case of payment default, we reserve the right to reclaim the delivery item, and the purchaser must surrender it. This action does not constitute contract withdrawal.

An application for insolvency proceedings allows us to withdraw from the contract and demand immediate return of the delivery item.

If our goods are combined with others, the purchaser agrees to share ownership proportionally and holds the item in trust for us. The purchaser may only resell under normal business terms, provided it transfers resale claims to us and informs its customers of our retention of title. The purchaser may not dispose of reserved goods in any other manner. Claims from resale are assigned to us and accepted as security.

The purchaser is authorized to collect assigned claims in our name as our trustee, unless we revoke this authorization due to material defaults like non-payment.

If local laws require additional security for retention of title, the purchaser must cooperate promptly with us. This includes necessary measures like registration or publication to ensure the effectiveness of such security.

Delivery Time

Delivery times and dates are approximate unless explicitly agreed as binding. They begin once all technical details are settled and both parties agree on all transaction terms.

Unforeseen events beyond our control (e.g., operational disruptions, delayed subcontractor deliveries, force majeure) excuse us from delivery obligations for the event's duration. Delivery times may be extended accordingly.

Orders spanning multiple deliveries require acceptance dates for each installment within twelve (12) months. After this period, remaining quantities may be delivered without notice if the purchaser defaults on prior acceptances.

In case of acceptance default or other breaches by the purchaser, we may store items at the purchaser's risk or withdraw from the contract as per legal provisions.

Partial deliveries may occur if reasonable for the purchaser.

Liability for Delivery Defects

The delivery item's quality adheres to catalog performance data and agreed design drawings for custom products.

We may make minor changes to construction, materials, or workmanship without altering agreed quality.

Purchaser claims due to defects require immediate written notice within two weeks of delivery; hidden defects must be reported promptly upon discovery.

We reserve the right to inspect disputed items and require their return at our expense.

Unjustified defect notices obligate the purchaser to compensate for related costs like travel and inspection, if aware of the error beforehand.

We rectify defects by repair or replacement at our discretion, providing the purchaser adequate time and opportunity for correction.

Defect rights are excluded for:

- (i) Normal wear;
- (ii) Improper use, non-compliance with instructions, faulty commissioning;
- (iii) Incorrect assembly by purchaser or third parties;
- (iv) Unsuitable accessories or repairs by unauthorized parties;
- (v) Modifications without our approval;
- (vi) Failures due to undisclosed operational conditions.

This exclusive remedy supersedes implied warranties. Claims expire eighteen (18) months from risk transfer or twelve (12) months post-installation, excluding cases specified in clause 8 (ii).

Limitation of Liability and Damages

Our liability is limited as follows:

- (i) For material breaches, we are liable only for foreseeable damages at contract inception. We exclude lost profits and indirect or incidental damages.
- (ii) For negligence, our liability is limited to the annual order value of products causing damages.
- (iii) Exceptions include intentional acts, gross negligence, bodily injury, or mandatory legal liabilities. Guarantees also override these limitations.

The purchaser must mitigate damages reasonably.