These General Terms and Conditions of Sale apply and are an integral part of all contracts entered into between FAULHABER MINIMOTOR SA (hereinafter “FMM”) and the customer (hereinafter “Customer”). Different conditions are valid only if they have been expressly agreed upon in writing. Any general conditions on the part of the customer do not apply even if not expressly contradicted by FMM. Any clarifications, informations, indications or agreements regarding exception treatments are only valid if expressly accepted in writing by FMM. FMM reserves the right to modify these general terms and conditions of sale at any time without notice or notification to the customer and to apply to all contracts concluded after such notification.

1. Offer

FMM is entitled to withdraw its offer at any time, unless it is expressly stated therein that the offer is binding for a given period of time. In case of withdrawal of the offer, the customer is not entitled to indemnification of any damage suffered.

2. Customers

The contract of sale between FMM and the customer is deemed to have been concluded with the order confirmation on the part of FMM or at such time that the customer begins the work to fulfill the obligations incumbent upon him. With the conclusion of the contract, the customer accepts without reservations the present General Terms and Conditions of Sale, which constitute an integral part of the contract; any possible General Terms and Conditions of the customer are not accepted by FMM.

In the event of any divergences between the content of the order confirmation and the present General Terms and Conditions of Sale, whatever is ordered in the order confirmation prevails. Any other indications or information provided by FMM to the customer, in written or verbal form, by email or in other form, which are not contained in the order confirmation, do not bind FMM in any way.

3. Legal provisions governing the import and export of the goods

The customer acknowledges that the goods sold by FMM may be subject to certain legal restrictions depending on the country of destination of the goods and the legal or administrative authorities. If delivery is delayed, the customer has neither the right to damages nor to indemnification for any damage suffered, with any right to indemnification of greater damage being reserved. Any complaints or claims on the part of the customer do not give the latter any entitlement to withhold payments due. Any form of compensation or offsetting of its eventual damage suffered from FMM is excluded.

4. Price

The agreed price is that indicated in the order confirmation. Delivery is ex works as defined in the ICC Incoterms currently in force. Any accessory expenses (such as, for instance, packing, transport, insurance, import/export permits, certification and any other expenses) are to be borne by the customer to the extent that they are not excluded by agreement on a case-by-case basis. FMM reserves the right to make changes and adjustments to the prices that may become necessary due to technical changes, restrictions on the import/export of the goods, and measures or provisions adopted by the authorities. If delivery is delayed, the customer has no right to damages or to terminate the contract.

5. Payment terms

The payment terms indicated in the order confirmation and on the invoice are applicable. Any modification of the payment terms must be expressly agreed upon in writing by FMM. Interest is not paid on any payments on account. In the event of contractual default by the customer, any payments on account will be withheld by FMM to cover any damage suffered, with any right to indemnification of greater damage being reserved. The payment terms must be observed even if the transport and the supply are delayed for reasons not due to FMM.

(To be continued)