

General terms and conditions (GTC)

Petrick GmbH

1. General

Every sale and service in during or prospectively business connection is at the bottom of our general terms and conditions below - even if we don't advise on it explicitly in particular cases. Differing rules and regulations of the purchaser just then have validity, if we agree in written form. Verbal agreements only come into effect after confirmation in written form. Placing of order is deemed to be a legal acceptance of these conditions. Should several conditions be futile or become futile, remaining conditions keep unaffected thereof.

Images and descriptions on our website - www.petrickgmbh.de - and in our catalogues, dimensions and weights are declared best possible. On behalf of engineering advancement these information have to be without engagement. Advice by the staff of our company or by technical data sheets is provided in all conscience.

Any items, not listed in our charts, can be delivered by us as a matter of course. Feel free to contact us and wait for our quotation.

2. Warranty

Every item purchased from us gets a warranty of 24 months. Products (X-ray tubes) with limited lifetime, due to physical correlations, have a warranty of 12 months, provided that the defined operating conditions noted in the product documentation (product data sheets and Final Test Datasheets) have been complied.

Excepted of warranty is abrasion and attrition, which was effected by usually handling of the item. For disadvantages, which have been effected by improperly handling or intervention of third, no replacement will be delivered even within the warranty period. Collateral and subsequent damages are excluded of liability. From there, warranty even does not cover damages resulted of breakdown or insufficient operation of the item (loss of earnings, wastage etc.), inasmuch as those damages were not effected by gross carelessness of the manufacturer.

3. Pricing and conditions of payment

We bill prices, which are valid at the day of contract conclusion - and that in Euro - unless otherwise noted, plus the respectively current value-added tax charge. The prices are quoted ex works, unless other conditions are agreed. Possibly price alterations due to price increases by suppliers of basic material or on the basis of changes in manufacturing processes will be published before next delivery. In the case of purpose-built items we reserve an adequate price surcharge as well as an adequate variance concerning the agreed delivery quantity.

4. Orders

Orders only become binding after written confirmation from us.

5. Delivery

Our delivery times are approximated, unless a binding delivery date is agreed in written form. Part-deliveries are in discretion of ourselves and only are made after previous written acceptance by the customer. Delivery happens on account and risk of the purchaser. Delivery time statements are given in all conscience.

6. Dispatch

Unless otherwise agreed, forwarding charges are for the customers account. For new customers the dispatch is raised by payment in advance and bank transfer. We reserve to exclude methods of payment in particular cases or only to deliver against payment in advance. For established customers it is possible to be served on account. Forwarding charges are billed separately for each delivery. Goods are forwarded by a shipper of our choice, as long as the customer has no other wishes. Especially modes of dispatch (express delivery e.g.) are billed separately.

Each delivery is accompanied by a delivery note - including declaration about content, quantity and complete order identification. Items will be packaged in such a way, that damages in transit may be avoided. Only packages will be used, which serve the purpose of its appointment.

7. Damages in transit

Each shipment is secured by a transit insurance, which adjusts possibly transit damages. The insurance charges are for the customers account.

8. Terms of payment

Auditable invoices under specification of complete order identification will be forwarded to customer's address of account. Executed payments will be deducted visibly. Our invoices are payable within 15 days net.

If payment date is passed over, we reserve to bill default interest about 2% above bank rate of the Deutsche Bundesbank. Each reminder is generally debited with 6,00 Euro reminder charges. Offsetting counterclaims, assertion of reservation rights or refusal of payment are not allowed.

9. Material defect warranty claim

Should arise a complaint in spite of all attention, so obviously defects have to be reported promptly, but at the latest within 14 days after receipt of the goods. Latent defects have to be reported promptly after its detection, otherwise the complaint will be disclaimed. Before returning the goods, it is obligatory to obtain our approval.

If goods show defects, which already existed at the point of transfer of perils, we will pay damages for this goods. For supplementary performance we require an adequate period of time. If supplementary performance fails, customer is authorised to cancel the purchase or contract.

10. Processing and evaluation of complaints

Quality evaluation is based on product's technical data sheet and its final test data sheet.

If customer recognizes any fault or defect, this has to be reported to supplier in written form under specification of fault's concrete description.

Supplier decides about reshipment of the goods.

In case of desired reshipment, customer has to bear freight charges for reshipment to the full extend.

Even after receipt of the returned goods and following complaint evaluation by supplier within 14 days, supplier decides about complaint's approval.

Complaint approval:

If complaint is approved, customer gets replacement or credit.

For X-ray emitters the following applies:

X-ray tubes, integrated in X-ray tube assemblies, have a minimum lifetime of 12 months. If a tube fails premature, although the operating conditions have been complied, each month, from month of complaint until month of the warranty validity end, is granted with 1/12 purchase price of the X-ray tube. The supplier is responsible for charges of the X-ray tube exchange. The customer is only responsible for charges of the new X-ray tube. Basis of calculation is the current price list. The warranty period starts anew by the date of delivery. Shipping charges for the complaint return are refunded to the customer. Subsequent shipping charges are paid by the supplier.

Complaint rejection:

If complaint is rejected, customer will be informed about reject reasons in written form.

If wished by customer, goods can be reshipped to customer on his own financial risk.

11. Reservation of proprietary rights

We reserve the title to all items of us, which are in the possession of the customer. Any processing or conversion shall be carried out for us. If our goods are processed or mixed with items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value (purchase price plus VAT) of the item to the other processed or mixed items at the time of the processing or mixing.

Any extended and enlarged reservations of title on the part of the customer - particularly any reservations of title in relation to delivered goods pending full payment of all claims deriving from the business relations - shall be excluded. In particular, there shall be no processing within the meaning of § 950 of the German Civil Code on behalf of the customer.

12. Data privacy

Both parties agree in saving personal data, which are necessary for the business relations.

13. Applicable law

For all business relations and the whole privity of contract, the law of Germany is executed.

14. Place of fulfilment and jurisdiction

Unless otherwise agreed, place of fulfilment for the delivery is the receiving address, labelled on order. Place of fulfilment for the payment is our business location.

Jurisdiction for all claims outgoing from business relations, including draft- and cheque-receivables is Bad Blankenburg. For possibly subsequent dispute we declare Saalfeld/Rudolstadt as local court having jurisdiction.