



Purchasing Conditions at PYRAL AG

I. General

1. The following terms and conditions shall exclusively apply to all present and future business contracts between the seller and the buyer. General terms and conditions of business of the seller shall only then become an integral part of the contract in those parts insofar as we have expressly consented to their validity in writing.
2. The Pyral's orders shall always be non-binding until a written confirmation of the respective purchase order from the seller is received within a period of 7 days.
3. The extent of the delivery and of services shall be in accordance with the written order. All orders, arrangements, agreements and side agreements, as well as subsequent modifications and additions demand written form.
4. The price and the payment conditions shown in the order are binding. Unless otherwise stipulated, the price includes the costs for free deliveries ex works inclusive packing.

II. Delivery Time

1. Delivery time is indicated in each order. These must be strictly adhered to. If a change in the delivery time can be foreseen, the Pyral AG has to be informed about the change immediately.
2. In case of a delay in delivery the Pyral AG is entitled to legal claims. The Pyral AG is particularly entitled to damage claims due to non-compliance – after the fruitless expiry of a reasonable grace period – or to resign from the contract.
3. In the event of force majeure, the Pyral AG shall be entitled, to withdraw from its obligations in whole or in part, without entitling the Seller to any claims or rights.
4. In the event of the delay of part deliveries, the rights of the Pyral AG can be invoked regarding the remaining subsets.

III. Shipment, Insurance, Risk

1. Unless otherwise agreed in writing, all shipments are free-domicile deliveries.
2. Only with the express consent in the order a delivery is done exceptionally ex works of the seller, free on truck.
3. The shipping of raw material has to be announced at the latest 2 days before departure of the product, otherwise at shipment of the product. The notification at raw material has to be done with the notification form of the Pyral AG which is enclosed with the order.
4. Truck loads, if not indicated differently, have to be organised in such a way that the whole cargo load is used. Half cargo loads are not permitted; any incidents are charged to the seller.
5. The risk, particularly the whole or partial loss, deterioration, damage or confiscation, in any case shall pass to the Pyral AG only when the product is delivered at the plant.



IV. Condition of the Goods

1. The intermixing of raw material in different conditions is impairing value and therefore has to cease.
2. The goods have to be delivered according to the sample and the specified classification.
3. Specifications of the seller regarding quality and condition shall be regarded as guaranteed qualifications.
4. Foreign adhesive material and impurities are carefully determined on receipt of the product at the plant and deducted off the delivery in accordance with our work results. Foreign material will be sorted out and returned to the seller on his costs.

V. Defect Inspection and Warranty

1. The inspection of the goods is done according to the quality regulations of the Pyral AG. On demand they can be issued to the seller. The goods will be inspected for any deviations in quality and quantity within a period of 5 days.
2. An inspection obligation has been complied with by several samples. The Pyral AG shall be entitled to the legal warranty in full.
3. Should the delivered goods deviate from the notified values, either
 - a) a discount minimum the amount of the impurities
 - or-
 - b) the take-back of the materialare the consequence. Should the material be taken back, the seller has to assume the costs for the complete cargo (delivery and removal). At an untimely removal store and handling costs can accrue.

VI. Product Liability, Exemption and Liability Insurance

1. If the seller is responsible for any damage to products, he is obliged to hold the Pyral AG harmless from claims for damages by third parties upon first request, insofar as the cause lies in his domain and area of organisation and he is in a legal relationship with third parties.
2. Any persons who, in performance of the contract, do any work at the factory premises must observe the provisions of the respective factory regulations. The Pyral AG shall accept no liability for accidents which happen to these people on the factory premises.

VII. Settlement

1. The settlement is based exclusively on the values established by the Pyral AG. When detecting underweight weighing notes will be delivered on request.
2. The settlement is done according to the careful determined factory findings.
3. The invoice of raw material shall be issued according to the credit note of the Pyral AG. At other orders the invoice must be sent separately from the shipment and stating the order number.

VIII. Final Provisions

1. Unless stated otherwise in the order, the place of fulfilment for delivery and services is the place of delivery and/or performance as stipulated in the order. Place of jurisdiction is Freiberg.
2. Should single or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. So far as a reasonable part of the invalid clause remains valid, then this part shall remain in force. The parties undertake to reach an agreement in place of the invalid clause, which corresponds as closely as possible to the commercial purpose of the invalid clause.