

Commercial Conditions

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- Pricing:** EXW workshop acc. Incoterms – latest Edition - , packing for truck transportation excluded. All prices in EURO as per breakdown in quotation. V.A.T excluded. In case of constructive changes concerning measurement or technical clarification, prices can be subject to change.
- Offer Validity:** The offer is -without engagement- valid until mentioned date given separately. The order will be subject of unlimited acceptance of our goods credit insurance company.
- Delivery Time:** **xxx** (to be defined & agreed separately) weeks after commercial and technical clearance (receipt of approved drawing for approval).
- Payment:** 30% down payment
70% after delivery of goods or notification of readiness for dispatch if delivery date is postponed by reasons not to be accounted by w&p.
- within: 14 days without deduction after receipt of invoice
If the customer comes in default with a due payment, the supplier is entitled to interrupt production or installation until payment has been made.
- Warranty:** We feel under the obligation within the German legal period of warranty after delivery and in reaction to a written request by our customer, to exchange or repair free of charge any parts which have become damaged or are defective as a direct result of poor material, design fault or sub- standard installation. The basis for the scale and scope of delivery and result is the arranged contract, § 377 HGB (German law) is valid without reservation.
All other claims, in particular for compensation or cancellation of the contract, are excluded.
In case the repair or exchange should fail, the customer has the right to demand a cut in price.
Warranty does not cover any damage caused by natural wear and tear, faulty maintenance, excessive use or defective construction and erection work which has not been carried out by w&p technicians, as well as further damages we are not responsible for.
Warranty does not apply when repair work or modifications to the installation are carried out either by the customer or a third party.
Warranty expires if the directions for operation and maintenance are not observed. Within silencer splitters the absorbing parts are subject to mechanical wear and tear due to fluid / airflow.
Wear and tear is excluded from warranty.
Structure born noise in the piping system can reduce the noise reducing performance of the silencers / noise enclosures excessively.
Constructionwise measures are taken at site accordingly.
Any parts which are purchased from a third party come under the warranty of the respective manufacturers.
- Liability:** Compensation is reduced to the immediate damage which has demonstrably and responsibly been created by us either by incorrect interpretation of noise protection measures or faulty development or other violation of our obligation for care (acc. to §277 BGB, German law).
The liability to cover both product and environmental liability is insured up to the following amounts:
Euro 3,0 Mio. for material damages, maximum 2 fold p.a.
Euro 3,0 Mio. for personal damages, maximum 2 fold p.a.
Euro 3,0 Mio. for property damages, maximum 2 fold p.a.
Liability for any subsequent damages is excluded.
For other damages that are not insurable or damages which occurred intentionally and / or through negligence we are liable up to the amount of our fee.
There is no liability for USA and Canada. Insurance can be provided at request.
In case of use of our liability insurance we can demand that the elimination of the damage is carried out by us.
- Limitation:** Claims of the customer come under the statute of limitation after one year.
The period of limitation starts with the readiness for shipment notice / delivery/ having done the work required.

Legal Venue: Exclusive legal venue is Munich / Germany
For deliveries outside of the EU, German law is applicable

Miscellaneous: At the delivery of our material the customer is responsible for its unloading and the dry storage.
The material is to be checked at sight and a possible damage in transit has to be noted on the bill of lading or DO/ consignment note immediately. This is the condition for accepting the damage by the forwarding company.
In order to identify the manufacturer, a plate is being fastened to the merchandise.
The declarations / expectations concerning sound are made regarding a tolerance of more/ less 3dB and are not guaranteed features.
The merchandise remains in our ownership until full payment.