



IMPRESSUM

TPM Germany

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General Terms and Conditions

Art. 1 Applicability

- (1) The present General Terms and Conditions shall apply to all business relations between TPM Gisbert Weiss GmbH, Albstadt/Germany (TPM) and its customers, as defined at the time of conclusion of the contract and as far as these refer to business transactions.
- (2) These General Terms and Conditions shall apply exclusively. Conflicting conditions of the customer or conditions differing from those indicated in our General Terms and Conditions cannot be accepted, unless approved of by TPM in writing in individual cases.

Art. 2 Formation of Contract

- (1) The description of our range of products on the Internet just serves to inform the customers. It is no offer to conclude a contract within the meaning of Art. 145 German Civil Code. Contractual obligations, e.g. within the meaning of a delivery guarantee, do not arise from that for TPM.
- (2) By sending an order to TPM, the customer offers to conclude a contract. The customer will then receive an e-mail or other message confirming receipt of the offer. If individual information on the range of products on the Internet are faulty, TPM shall inform the customer separately after receipt of the order and submit an appropriate counter offer to him.
- (3) The contract with TPM shall be brought about with TPM's acceptance of this offer. The acceptance of the offer shall be subject to the proviso that the goods are actually available. A separate confirmation of the acceptance of the offer by TPM to the customer shall not be necessary. If TPM cannot accept the offer of the customer, the customer shall be informed about it immediately.

Art. 3 Delivery of Ordered Goods

- (1) TPM shall deliver the ordered goods to the address indicated by the customer in the order as soon as possible. The delivery periods are stated in the offers and proforma invoices..
- (2) The costs for the individual deliveries have to be born by the customer. All risks of delivery shall pass to the customer upon delivery of the goods from TPM to the commissioned distributor.
- (3) Information on terms of delivery shall not be binding, unless TPM has given an undertaking in writing to the customer in individual cases.

Art. 4 Reservation of Ownership

Until complete settlement of all claims against the customer the delivered goods will remain the property of TPM.

Art. 5 Maturity and Payment of Purchase Price

- (1) The purchase price shall be due upon conclusion of the contract.
- (2) Payment shall be made either by direct debiting/transfer debiting or by L/C. TPM shall act in accordance with the customer's wishes regarding the mode of payment.

Art. 6 Warranty of Quality

- (1) TPM shall be liable for any defects existing upon delivery of the goods for the statutory warranty period,
- (2) The customer binds himself to inform TPM about any defects arising in writing immediately. In the event of a defect for which TPM is responsible, TPM shall, at its own discretion, replace the defective product.

Art. 7 Liability

- (1) TPM shall neither be liable for damages not related to the goods themselves, nor for missed profit or other economic losses of the customer.

Art. 8 Privacy

All personal information of our customers will be treated confidentially. These information shall only be stored and processed to such extent as permitted by the customer and in strict observance of relevant rules and regulations, such as the Federal Data Protection Act or the Information and Communication Service Act. The transfer of such information to third parties who are neither involved in the performance of the contract nor affiliates of TPM, shall be excluded. TPM shall be entitled to transfer personal information of the customers to affiliates of TPM for the purpose of credit checking and credit control as part of a data exchange.

Art. 9 Guarantee

Wearing parts excluded - milling motor, milling tools

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