

ADELHELM LUBRICOAT NA

TERMS AND CONDITIONS OF SALE

1. GENERAL SCOPE AND APPLICABILITY

These Terms and Conditions of Sale ("Terms") apply to all processing services provided by Adelhalm LubriCoat, Inc. ("Seller") to its customers ("Buyer"). Any terms or conditions provided by the Buyer that differ from or conflict with these Terms are expressly rejected and shall not be binding unless expressly accepted in writing by Seller. Verbal agreements or changes to these Terms must be confirmed in writing by Seller to be legally binding.

2. PRICES AND OFFERS

All prices are quoted in U.S. Dollars (USD) and are exclusive of applicable taxes, duties, or other charges. Prices are subject to change in the event of increased costs for materials, labor, or energy. Quotations are valid for 30 calendar days unless otherwise stated. Prices in prior orders shall not apply to follow-up orders unless confirmed in writing.

3. DELIVERY TERMS

Unless otherwise agreed in writing, all deliveries are made Ex Works (Incoterms 2020) Mukwonago, WI. Risk of loss passes to Buyer upon delivery to the carrier. Seller is not responsible for delivery delays caused by force majeure events including, but not limited to, equipment failure, material shortages, strikes, accidents, or natural disasters.

4. PAYMENT TERMS

Invoices are due net 30 days from date of invoice, unless otherwise agreed in writing. A late payment fee of 1.5% per month (18% per annum) or the maximum allowed by law, whichever is lower, will apply to overdue balances. Buyer agrees to reimburse Seller for any reasonable costs incurred in collecting delinquent payments, including attorney's fees.

5. TITLE AND SECURITY INTEREST

Until full payment of our claim, we are entitled to secure these claims by retaining items provided to us. We shall acquire security interest in items further processed by us until all our claims have been settled in full. In the event of seizure by third parties, the customer shall be entitled to the existing security interest in our favor. The customer shall notify us immediately of any such seizure. The customer hereby assigns to us the purchase price claim to which he is entitled from the resale of the items processed by us in the amount of our claim.

6. COMPLAINTS AND LIABILITY FOR DEFECTS

Buyer shall inspect processed goods upon receipt and must submit written complaints of defects no later than 8 days after delivery. Buyer must give Seller an opportunity to inspect any allegedly defective goods before further processing or assembly. Claims for defects after assembly will not be accepted. For valid claims, Seller will rework the goods at no charge, but transportation costs for returns shall be borne by Buyer. Seller is not liable for transport damage.

Up to 3% of order volume may be subject to process-related rejects or shape deviations and shall not constitute grounds for complaint.

Unless otherwise agreed in writing, the incoming goods inspection does not include a 100% check of the number of units, but only a check of the number of containers with regard to plausibility.

7. WARRANTY

Seller warrants only that the coating process will be performed in accordance with Seller's internal quality standards. This warranty is limited to 12 months from the date of delivery.

Disclaimer: THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED.

8. INSURANCE

Goods stored at Seller's facility for processing are not insured against fire, water, theft, or natural disasters. Buyer is solely responsible for securing insurance coverage for such risks.

9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Seller's total cumulative liability for any claim, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Buyer under the applicable order. In no event shall Seller be liable for indirect, incidental, special, or consequential damages, including lost profits or business interruption.

10. FORCE MAJEURE

Seller shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to natural disasters, labor strikes, government action, supply chain disruptions, or equipment failure.

11. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed under the laws of the State of Wisconsin, United States, without reference to conflict of law principles. The parties agree that any disputes shall be brought exclusively in the state or federal courts located in Waukesha County, Wisconsin.

12. SEVERABILITY

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

These Terms, along with any written quotations or confirmations issued by Seller, constitute the entire agreement between the parties and supersede any prior agreements or understandings, whether written or oral.



621 Baxter Drive
Mukwonago, WI 53149, USA
Tel: 1-262-363-1701
Fax: 1-262-363-4955
info@adelhelm-lubriccoat-na.com
www.adelhelm-lubriccoat-na.com