

General Terms and Conditions of Sale and Delivery

For all work deliveries, only the following conditions shall be deemed agreed. Conflicting purchasing conditions of the customer shall only apply if they have been acknowledged by us in writing. If, in special cases, one or another delivery condition is deviated from or does not apply, the remaining conditions shall not be affected.

OFFER AND CONCLUSION OF CONTRACT

Our offers are non-binding. The contract is concluded through our written order confirmation. Side agreements are only valid if confirmed by us in writing. Confirmations once issued are irrevocable and non cancellable. Prices apply ex works and are non-binding. We reserve the right to adjust prices if changes in cost factors occur between the time of the offer and the delivery. Statutory VAT in the applicable legal amount will be added to the prices.

DELIVERY TIME

The agreed delivery time applies ex works. The delivery period begins only after clarification of all technical details and compliance with the payment terms. The delivery period shall be reasonably extended in the event of labor disputes, particularly strikes and lockouts, as well as unforeseen obstacles beyond the supplier's control—whether occurring at the supplier's premises or at subcontractors—such as operational disruptions, rejected production, or delays in the supply of essential raw materials, provided such obstacles demonstrably have a significant impact on completion or delivery. Claims for damages due to delayed delivery cannot be asserted. Withdrawal from the contract is only possible after expiration of a reasonable grace period. If obstacles not caused by us make fulfillment unreasonable or if the customer's financial situation deteriorates, we are entitled to withdraw from the contract. Partial deliveries are permitted.

SHIPPING

Shipping and transport of the goods are at the customer's expense and risk. Freight shipments are sent carriage forward. Packaging is charged at cost. Postal shipments are sent to the recipient without packaging charges. Exceptions are repair orders and any customer service work, for which postage or freight and packaging are always charged.

TERMS OF PAYMENT

Invoices are payable within 10 days of invoice date with a 2% discount on the net goods value, or within 30 days without deduction. Repairs and other service work are payable immediately, strictly net. Any complaints do not release the customer from timely payment. In the event of late or deferred payment, bank-standard interest and fees become due without the need for a reminder. Discountable bills of exchange and checks are accepted on account of payment. Discount, bank, and collection charges as well as stamp duties are to be reimbursed by the customer. If the customer's financial situation deteriorates or a negative assessment of their creditworthiness occurs, we are entitled to demand immediate payment of the total amount before maturity or to withdraw from the contract while maintaining a claim for damages. This also applies if such events occur during an agreed installment plan or during the term of a bill of exchange. The customer waives the right of retention and the right to offset due to alleged defects or counterclaims. Payments are always applied to the oldest invoice.

RETENTION OF TITLE

The delivered goods remain our property until all our claims—present and future—have been fully paid, even if the purchase price for specifically designated items has been paid. For running accounts, the retention of title secures our balance claim. Processing of goods still owned by us is carried out on our behalf without creating obligations for us. If the customer processes or combines our goods with other items, the customer hereby transfers to us their ownership or co ownership rights to the new items and stores them with commercial care on our behalf. The customer is entitled to resell the goods in the ordinary course of business. Pledging or transfer by way of security is prohibited. The customer must notify us immediately of any seizure or other impairment of our rights by third parties. If the customer resells our goods, they hereby assign to us all claims arising from the transaction—including all ancillary rights—until all our claims are fully settled, regardless of whether the goods were sold alone or together with other items. If the resale price exceeds our claim, we are obliged to reassign the surplus. In the event of breach of contract by the customer, particularly default of payment, we are entitled to reclaim the delivered goods, and the customer is obliged to return them. Assertion of retention of title and seizure of the goods do not constitute withdrawal from the contract.

WARRANTY

Since diamonds are natural products and we cannot verify proper handling of delivered diamonds or diamond tools, no warranty of any kind can be granted for them. Testing and use of diamonds and diamond tools are at the customer's own risk.

Otherwise, complaints must be submitted in writing within one week of receipt of the goods. For defects in our manufactured products—excluding diamond and diamond tools—we provide a warranty for 6 months after transfer of risk, either by replacing or repairing defective parts proven to be faulty due to material defects or improper workmanship, after their return carriage paid, at our discretion. Further claims of any kind—especially damages, replacement costs, freight, lost profits, etc., arising from breach of contract or failure of ancillary obligations—are excluded. There is also no right to rescission or reduction. Defective parts replaced by us become our property. For third party products delivered by us, we are only liable to the extent that our subcontractors assume warranty obligations toward us.

LIABILITY AND ANCILLARY OBLIGATIONS

If, due to our fault, the delivered item cannot be used as intended by the customer because of omitted or incorrect execution of proposals or consultations before or after conclusion of the contract, or due to other contractual ancillary obligations—particularly instructions for operation and maintenance—the provisions of the WARRANTY section apply, excluding further claims. We assume no liability for supplier declarations issued by us under EEC Regulation 1908/73 toward foreign customers of our customers or toward customs authorities.

CUSTOMER'S RIGHT OF WITHDRAWAL

The customer may withdraw from the contract if complete performance becomes permanently impossible before transfer of risk. The same applies in the event of our inability to perform. The customer may also withdraw if, in the case of an order for identical items, part of the delivery becomes impossible in quantity and the customer has a legitimate interest in refusing partial delivery. If this is not the case, the customer may reduce the consideration accordingly. The customer also has a right of withdrawal if we allow a reasonable grace period for remedying a defect attributable to us to expire fruitlessly. The grace period does not begin until the defect and our responsibility have been acknowledged or proven. The right of withdrawal also exists in cases of impossibility or inability to remedy defects.

CATALOGS

The illustrations in our catalogs and brochures are not binding for execution. We reserve the right to change designs at any time. We assume no warranty for deviations from stated dimensions, weights, etc. We are not liable for printing errors in our catalogs, brochures, price lists, or other printed materials.

COPYRIGHT

We retain ownership and copyright to illustrations, drawings, samples, and other documents. They may not be made accessible to third parties without our permission and must be returned immediately upon request.

PLACE OF PERFORMANCE

Place of performance and jurisdiction for delivery and payment is Pforzheim for both parties. This also applies to bills of exchange and checks. We may also sue at the customer's place of business. For export deliveries, German law and the latest version of the Incoterms apply.