

Maryland Metrics: General Terms of Sale

Pricing

- Unless explicitly stated otherwise, prices are in US\$ per 100 pieces, FOB Baltimore, MD 21215 USA.
- Please note that we have a \$10.00 minimum order with a \$1.00 per line minimum.
- The prices indicated for quantities over 1.000 pieces only apply to industrial packages.
These small articles are stocked in packages of 1.000 pcs., other quantities are sold in units of 100 pieces: i.e. for a purchase of 1.200 pieces, once the price for 1.000 pieces plus twice the price for 100 pieces will be charged (see package lists 008 - 010).
- For breaking standard packaging a surcharge of US\$ 5.00 net each will be charged.
- We reserve the right to adjust our prices according to the market and currency situation without prior notice.
- Upon request, we provide certificates of origin and test reports at cost.

Payment terms

- In the absence of other terms agreed upon in writing, our invoices are payable net, within 30 days.
- An interest of 6% is agreed to be payable on overdue payments, without requiring prior notification of the customer.

Packing

- If there are no special instructions from the customer, goods are packed adequately and in accordance with normal trade practice. Packing will be charged at cost and will not be taken back.

Shipping

- Forwarding follows at the risk of the customer. Transportation damage or missing packages are to be reported to the forwarder resp. the immediately after receipt of the goods.

Delivery

- We do our best to comply with the offered and confirmed delivery time. Delays do not allow for termination of contract. Further, the agreed delivery date may be extended in case of unforeseen circumstances, such as force majeure, war, international tension, lack of raw materials, operational problems, strikes, and this clause shall also apply to our subcontractors. In no event shall we be liable to the customer for any damages due to late delivery of any or all products without gross fault of our own. If timely payment is not made or agreed payment terms are not fulfilled to our satisfaction, we have the right to cancel all running orders.
- We reserve the right to a delivery of 10% plus or minus of the ordered quantity of any product made to the customer's specifications. Quotations and order confirmations for new parts are based on the estimated expenditure required for their production. We reserve the right to withdraw from our commitment to deliver if unforeseen difficulties arise in our production department, which cannot be solved with reasonable efforts from our side.

Warranty, notice defects

- All our products are manufactured in accordance with DIN resp. ISO standards. Complaints must be made in writing within 14 days after receipt of the goods or discovery of the defect. In any case, the warranty period shall expire 1 year after receipt of goods at the latest. In all other respects, Art. 201 and 210 of the Swiss Code of Obligations (OR) shall apply. In case of misuse or wrong application of the product, or if the customer has caused the goods to be modified or altered in any way, all warranty claims shall be void.
- In case of justified complaints, the purchaser shall be indemnified by replacement of the goods or by receiving a credit note. Within the framework of legal product liability we are liable for personal injury and damage to property. Any further claims, in particular liability for direct or indirect consequential damage, will not be accepted.

Standards, Dimensions, Weights

- All standards, dimensions, weights, etc. indicated in this catalogue serve merely as customer information and shall not be binding. Only the precise context of the relevant standard shall prevail. No liability will be accepted by us for the accuracy of drawings sent to us by our customers.

Title to Goods

- Title and right of possession shall remain with us, and products shall remain our personal property, until all payments hereunder have been completely made in full.

Place of Performance

- Place of performance for delivery and payment is Baltimore, MD 21215 USA or Owings Mills, MD 21117 USA
Legal place of jurisdiction is Baltimore, MD 21215 USA. These terms of sale are subject to the Maryland and USA laws.

General

- Product sales are all explicitly subject to the present terms of sale. Should a customer wish to come under other terms, such terms which may be agreed upon must be confirmed by us in writing and duly signed.