

# DAS AIRBRUSH-STUDIO MÜNCHEN

europ. Vertretung der Fa. Victor Air Tools Co. Ltd. Taiwan

HELMUT G. HAIDER

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Ust-IdNr.: DE130385281

## General business-conditions

### **General:**

With appearance of the current price list, all price lists of former date lose their validity.

### **Delivery:**

That us given jobs becomes, despite possible contrary business-conditions of our clients, even if these of an order have been put at the base, executed exclusively to our delivery- and payment- conditions. Exceptions need our express written confirmation. With the order, the client acknowledges our delivery- and payment-conditions. The delivery only takes place between acknowledged compartment-retailers and us. We expect that article with price-recommendation will not resell under the price-recommendation, except short-term special-actions which are arranged with us. In the normal case the minimum-order-value is 200.- Euro net-amount.

### **Shipping-expenses and -danger:**

The shipping takes place at customer risk. Claims for damages or loses are announced with the carrier.

**Inland:** we calculate the actually attacking freight charges up to a net-amount of 400. - Euro. We deliver freely from a net-amount of 400. - Euro.

**Foreign countries:** we calculate the actually attacking freight charges.

### **Payment terms:**

Our bills are immediately payable within 8 days due net.

By delay in payment, we are entitled to calculate the bank-usual late interests, just as for each reminder 5. - Euro.

### **Quotation:**

All named prices are quoted in Euro, plus 16% VAT plus shipping- and package-expenses.

### **Retention of title:**

Deliveries take place under retention of title (§455 BGB). The ware remains our property as long as it has been sold. Furthermore, we are entitled to take the ware, if there are any outstanding debits with default from our business-conditions. The demands of the buyer from the resale of our merchandise are now already transferred at us for security reasons. An attachment or a safety transfer from article supplied by us or a transfer of the demands from the resale of these merchandise is only after complete payment our all demands allowable. Attachements from retention ware have to be shown us instantaneously.

### **Complaints:**

Complaints and notifications of defects can only be considered after 8 days of receipt, otherwise the ware becomes generally accepted. If the ware is defective, it is up to us to deliver substitute within appropriate period or to plan a value-balance. Claims on compensation, because of defective delivery, delay or other reasons are allowed by grossly negligent or willful behavior from our side.

### **Guarantee performances**

We provide the legal and manufacturer guarantee on all our supplies.

### **Delivery reservation:**

We must reserve the delivery-possibility to ourselves. Delivery-time on inquiry. We are entitled to plan part-deliveries, if the ware is not of stock.

### **Return right:**

Merchandise-returns are only allowed with our approval, alternatively the assumption can be refused. With approved return, we are entitled to deduct 15% from the originally calculated price for repair and revision originating expenses as well for a treatment-charge. Products, which are specifically manufactured for the customer or modified, with engraved logo for example etc are excluded from the exchange and from a credit.

### **Deviant agreements:**

With the asseptance of a bid, the general business conditions are valid as acknowledged from you. Deviations from this needs the written confirmation.

### **Accounts:**

Hypo-vereinsbank Ottobrunn  
BLZ 700 202 70 Kto-Nr.: 3910039759  
for our customers from abroad:  
hypo-vereinsbank Ottobrunn  
IBAN: DE82 70020270 3910039759  
Swift (BIC): HYVEDEMM

### **House-address:**

THE AIRBRUSH-STUDIO MUNICH  
Helmut G. Haider  
Beethovenstraße 9  
85521 Ottobrunn  
fax u.Tel.: 089 / 6099708

Munich is fulfillment-place and jurisdiction for both parts.

Ottobrunn in August 2004

Prices are subject to change.