



**RUKO GmbH Precision tools**

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 Processing of complaints ▪ Email: katja.kollmannthaler@ruko.de  
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# Return slip

Delivery note or invoice number:	Customer No.:
Company:	Contact: Mr. <input type="checkbox"/> / Mrs. <input type="checkbox"/>
	Phone:
	Fax:
	Email:
<p><b>For returns, please enclose this duly filled up return slip WITHOUT FAIL.</b>  <b>We kindly ask you to pack the goods properly, if possible in the delivered protective packaging.</b></p>	

Article No.	Quantity	Product name	Reason for return

**Technical complaint:**

DIN marking of processed material:

Please enter the material thickness in mm:

Flat material                     
  Tubes/curved surfaces                     
  Composite material

Which machine was used?

Drill chuck                     
  Collet chuck                     
  Tool holder                     
  Other:

Manual feeding                     
  Automatic feeding                     
  Percussion drilling operation

What was the rotary speed used for the operation?

How and what agent was used for the cooling?

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We request for credit note   
  We request for replacement   
  We request for repair

Date:	Processed:
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# Terms of Sale and Supply

## § 1.) Scope

1. The services and offers by RUKO GmbH Präzisionswerkzeuge (hereinafter referred to as the supplier) are provided exclusively on the basis of these sale and delivery terms. These also apply to all future transactions with the contractual partners (hereinafter referred to as the ordering party), even if they have not been explicitly agreed as such again. The following sale and delivery terms apply exclusively. The supplier does not recognise the ordering party's terms that oppose or vary from our sales and delivery terms unless the supplier has explicitly agreed to these in writing. All agreements made between the supplier and ordering party for the purpose of implementing this agreement must be laid down in writing in this contract. No additional, oral agreements were made between the contractual parties. These conditions are considered to have been agreed at the latest on receipt of the goods or services.
2. Our sale and delivery terms only apply to businesspeople as defined by Section 310 of the German Civil Code (BGB).

## § 2.) Quotations and concluding the contract

1. The supplier's offers are non-binding. Before attaining legal validity, declarations of acceptance and all orders must be acknowledged in writing. This also applies to additions, changes and subsidiary agreements. If no order confirmation is sent the contract still exists if the supplier delivers the items ordered and the ordering party accepts the goods.
2. Drawings, illustrations, measurements, weights or other service data are only binding if they have been explicitly confirmed in writing.
3. The supplier reserves the right to make technical changes during the validity of a catalogue / (net) price list.

## § 3.) Scope of delivery

1. The supplier's written order confirmation is decisive in stipulating the scope of delivery. Partial deliveries are noted on the delivery note. Subsidiary agreements and changes require written agreement.
2. If orders are made for special tools the supplier is entitled to supply more or less than the quantity ordered by up to 10% as is usual in the industry. The quantity delivered will be charged.

## § 4.) Price / terms of payment / withdrawal

1. If nothing further is stated in the order confirmation, the supplier's prices are always understood as in Euro "ex works / warehouse" (Incoterms 2000) and plus the statutory applicable value-added tax. The prices do not include packaging, freight, postage, customs, hazardous goods and security supplements or insurance. These are invoiced separately. For a net goods value over € 250 the delivery is free domestic receiving location or free German border. If nothing further has been stated the supplier is bound to the prices stated in the quotation for 30 days from the date of the quotation.
2. The supplier requires a minimum order value of € 250 net for domestic delivery and € 250 for international delivery. For orders under the minimum value the supplier reserves the right to withhold delivery until the minimum order level is reached or to charge a processing fee of 10% of the order value, with a minimum of € 8.00. Any document legalisation costs required for international orders are not included in the processing fee and will be invoiced separately. This also applies to costs incurred as a result of transactions using letters of credit.
3. If there is a significant increase in the procurement and production costs, as in particular is the case for increases in material procurement costs, utility supplements, salary and non-wage labour costs and energy costs, the supplier is entitled to unilaterally increase the price in line with the pro rata additional costs if more than 30 days pass between the conclusion of the contract with the ordering party and the contractually planned delivery of the goods. If the increase in the contractual price is more than 10% the ordering party is entitled to withdraw unless the supplier proves that a price increase for these costs has been implemented in the marketplace.
4. Prices quoted as freight-free only apply under the conditions of open, unhindered rail, road, ship or plane transport over the relevant rail routes, road, shipping and air routes.
5. Incorrect shipments for which the supplier is not responsible are borne by the ordering party.
6. The supplier's invoices are due for immediate payment and are payable within 40 days of delivery and after receipt of the invoice without deduction if payment in advance has not been agreed. If the ordering party is not in default in paying the claims, a 3% discount is granted for payment within 10 days. The decisive date is the date the credit is made to the supplier's account. If the ordering party is in default annual interest of 8% above the relevant base rate is charged.
7. Bills of exchange offered by the ordering party are only accepted by the supplier on account of performance, if explicitly agreed and if they can be discounted. Discount fees are charged from the date that the invoice sum is due. For bills of exchange and cheques the date they are cashed is the payment date.
8. If payment terms are not complied with or circumstances become known that give rise in the execution of the supplier's conscientious, commercial discretion to well-founded doubts about the ability or willingness of the ordering party to fulfil its contractual obligations, including such facts as already existed when the contract was concluded but were not known or should have been known to the supplier, notwithstanding other statutory rights, the supplier is permitted to stop ongoing work on current orders or delivery. The supplier may demand payment in advance for pending deliveries and if a subsequent period passes unsuccessfully may choose to withdraw either from the unfulfilled part or the complete contract. The ordering party is obliged to reimburse the supplier for all damages incurred as a result of not executing the contract.
9. The ordering party only has the right to offset the damages if his counter-claims are legally binding, undisputed or recognised by us. He is also permitted to execute a retention right to the extent to which his counter-claim is based on the same contractual relationship.
10. The sales team is not permitted to receive payments unless they have special authority to do so.

## § 5.) Delivery and service provision period

1. Binding delivery times must be explicitly agreed as such in writing. All other delivery deadlines are only non-binding and approximate delivery deadlines and periods that the supplier will endeavour to comply with.
2. Delivery deadlines start with the date that the supplier states on the order confirmation, but not before all details concerning the execution of the delivery have been clarified and all of the requirements that are to be fulfilled by the ordering party have been fulfilled. If the ordering party demands changes after the order has been issued a new delivery starts only with confirmation of the change by the supplier.
3. Deliveries before the end of the delivery period are also permitted. If the goods are delivered immediately it is not necessary to send an order confirmation. In this case the confirmation can be replaced by a delivery note.
4. The delivery date is the date of notification of our ability to deliver, or alternatively the date of shipment. Call-off orders must be completed within six months of the order confirmation.
5. The supplier is entitled to make partial deliveries. Each partial delivery is considered to be an independent transaction and if order processing is disturbed it does not establish the supplier's rights to other partial deliveries nor does it restrict the ordering party's rights in terms of pending partial deliveries or the contract as a whole.
6. If the supplier is late in delivery the ordering party must initially set an appropriate subsequent period for the supplier.
7. For call-off orders the supplier may request a binding classification two weeks after the order confirmation. If the ordering party does not comply with this request within these two weeks or delays acceptance, the supplier is entitled to set a two week subsequent period and thereafter to withdraw from the contract and demand damages.
8. If the supplier is responsible for not complying with the binding deadlines the buyer has the right to claim damages for the damage proven to have been incurred by the supplier's delay, but only up to 0.5% for each complete week of delay, in total however up to a maximum of 5% of the invoice value of the goods and services affected by the delay. This restriction does not apply to damages from injury to life, limb or health that are due to the deliberate or negligent infringement of a duty by the supplier's statutory representative or vicarious agent if this is the result of a deliberate or negligent infringement of a duty by the supplier's statutory representative or vicarious agent.

## § 6.) Shipment and transfer of risk

1. If nothing further has been agreed in writing, delivery is without insurance at the ordering party's risk and responsibility. The supplier reserves the right to decide the transport route and method. The supplier is entitled to insure the deliveries in the name and account of the ordering party. The risk of the accidental destruction or deterioration of the goods is transferred to the ordering party when the goods are handed over to the ordering party or those appointed by him, the freight forwarder, transport company or other people appointed to make the delivery, at the latest when the goods leave the supplier's plant or warehouse in accordance with the stated provisions.
2. If this delays the shipment of the goods such that the supplier takes advantage of his retention right due to a reason for which the ordering party is responsible, the risk is transferred at the latest from the date on which the ordering party was informed that the shipment was ready for delivery.
3. If approval is planned or agreed this is provided in line with more detailed agreements in dispatch immediately after notification of the readiness to dispatch. The costs of approval are borne by the ordering party. If approval is not given in spite of setting an appropriate deadline or the ordering party waives it, the supplier is entitled to send the goods without approval or to store them at the ordering party's expense and risk.
4. Goods that have been notified as ready for dispatch must be called off without delay. Otherwise the supplier is entitled at its own choice to send the goods or store them at the ordering party's expense and risk.

## § 7.) Guarantee, damages

1. The ordering party is obliged to inspect the delivered goods without delay for obvious faults that are noticeable at first glance. Obvious faults also include missing manuals as well as significant, easily visible damage to the goods. This also includes cases where a different item or a lower quantity were delivered. Such obvious faults must be contested with the supplier without delay but at least within 8 days of delivery. Faults recognisable on delivery must also be contested with the transport company, who must also record the faults.

2. Faults that only become apparent later must be contested with the supplier without delay, but at the latest within 8 days of the user becoming aware of them. If the ordering party does not comply with the complaint duty the goods are considered to have been approved with regard to the relevant fault.
3. Faults in the delivered goods including incomplete deliveries and content faults in the manuals and other documents will be resolved by the supplier as chosen by the ordering party using free subsequent improvement or the delivery of replacements. In the event of the delivery of replacements the ordering party is obliged to return the defective item.
4. If the fault can not be resolved within an appropriate period or if the subsequent improvement or replacement is considered to have failed for other reasons, the ordering party may choose to request a reduction of the fee or withdraw from the contract.
5. The supplier's liability for a slightly negligent infringement of duties is explicitly excluded. This restriction does not apply to damages from injury to life, limb or health due to a deliberate or negligent infringement of duties by the supplier's statutory representative or vicarious agent or for claims from the Product Liability Act.
6. Warranty claims, liability claims and other contractual claims against the supplier lapse one year after the start of the statutory limitation period. This does not apply to liability due to deliberate action and if the goods were used in line with their usual method of use for a building and this caused the faults to occur.
7. Returns that are not based on faults in the purchased item do not justify withdrawal and are only permitted after the express approval of the management or by special agreement. If returns are hereby permitted a credit is only given after the deduction of at least 25% of the purchase price. All costs of returning the item are borne by the ordering party.

## § 8.) Packaging, packaging standards and the supplier's liability indemnities

1. If the supplier's goods are delivered on euro-pallets and / or multiple use packaging and there is no immediate exchange on delivery, the supplier reserves the right to charge the market price for the euro-pallets and / or multiple use packaging supplied.
2. This charge is not made if the euro-pallets and / or multiple use packaging provided by the supplier are returned in perfect condition within three weeks of delivery. The euro-pallets and multiple use packaging remain the property of the supplier until payment is received.
3. The ordering party is liable for damage to and dirt on the euro-pallets or multiple use packaging until they are returned to the freight forwarder. If the ordering party does not return the euro-pallets, the multiple use packaging or parts thereof or returns them in a state that does not permit their re-use using appropriate means, the ordering party must reimburse the supplier 75% of the purchase costs for replacing the euro-pallets or multiple use packaging with similar, new ones.
4. Ordering parties who use the supplier's packaging for "hazardous goods" as defined by Section 2 of the Act On Transporting Hazardous Goods are obliged to inform the supplier in detail about all the risks associated with the goods to be packaged before issuing the order. If the supplier becomes liable to pay damages pursuant to Section 12 Para. 5 Number 2 of the Act stated above because the ordering party has not adequately fulfilled his duty to provide information, the ordering party is obliged to indemnify the supplier for any claims arising from this.
5. If the supplier's products are only deliverable in the relevant packaging unit the supplier reserves the right to round up to the next highest number of packaging units or to charge a 10% supplement.
6. The EAN bar code is printed in line with the currently applicable status of the technology. Additional assurances, in particular statements on the reading results at retailers' checkouts can not be made due to any influences on the bar code after it leaves the supplier's plant / warehouse and due to the lack of common measurement and reading technology. Printing errors on such EAN code print-outs on the boxes or individual items do not oblige the supplier to pay damages, including any subsequent damages, unless the supplier's statutory representatives or vicarious agents acted in a negligent or deliberate manner.

## § 9.) Retention of title

1. The supplier retains the title to the delivered goods (hereinafter referred to as "purchased items") until all of the supplier's claims against the ordering party from the business relationship have been met.
2. The ordering party must adequately ensure the delivered purchased items at its own expense, in particular against theft, breakage, fire, water and other damage up to replacement value if the value of the goods is over € 500. The ordering party must treat the retained goods carefully, and must in particular observe the proper maintenance and usage instructions.
3. The ordering party must inform the supplier without delay in writing about pledges and other interventions by third parties, so that the supplier can assert his own ownership rights.
4. The ordering party is entitled to sell on the purchased items in normal business operations. He is not permitted to access it in any other way, in particular by pledging or assigning it as security.
5. If the purchased items have not been paid for in full when sold on to third party purchasers, the ordering party is obliged to sell the items to third party purchasers only with retention of title.
6. The right to sell on the purchased items lapses if the ordering party stops payment or is in default in paying the supplier.
7. The ordering party already assigns to the supplier all claims including securities and subsidiary rights up to the amount agreed with the supplier as the final invoice sum including value-added tax that arises from the ordering party's sale of the purchased item to a customer or third party no matter whether the purchased item was sold with or without further processing. The ordering party is entitled to collect this claim even after the assignment. This right lapses if the ordering party stops payment or is in default in paying the supplier. In this case the supplier is authorised to publish the assignment and to collect the claim itself.
8. Any processing or conversion of the purchased items is always undertaken for the supplier. If the purchased item is processed with other objects that do not belong to the supplier, the supplier acquires joint ownership of the new item in the same ratio as the invoice value of the purchased item to the other processed items at the time of the processing. If the purchased item is indivisibly mixed with other objects that do not belong to the supplier, the supplier acquires joint ownership of the new item in the same ratio as the invoice value of the purchased item to the other mixed items at the time of the mixing. If the items are mixed such that the ordering party's item is viewed as the main item, it has been agreed that the ordering party transfers joint ownership to the supplier in the same ratio. The ordering party keeps the sole or joint ownership thus created for the supplier. The same provisions as shown under the retention of delivered purchased items also apply to items created by processing or mixing.
9. The ordering party also assigns those claims for security and up to the invoice value of the purchased item that arise for the ordering party against third parties as a result of connecting the purchased item with land.
10. The supplier is obliged to release the security provided to him at the ordering party's request if the market value of the securities or the nominal value of the supplier's claims assigned for security exceeds the claim to be secured by more than 50%. The ordering party is entitled to prove the inappropriate nature of the 150% approval level in individual cases.

## § 10.) Indemnities

1. The ordering party is obliged to follow the statutory export restrictions and other provisions, especially the Weapons of War Control Act, Export Act, international trading restrictions, boycotts and UN sanctions when intending to sell on the purchased items that he has bought from the supplier.
2. When selling on the item purchased from the supplier the ordering party will indemnify the supplier for all permissible fines arising from infringements of the duties for which he is responsible in Section 11 Para. 1 under the stated laws.

## § 11.) Applicable Law, place of jurisdiction, place of fulfilment

1. The law of the Federal Republic of Germany excluding UN purchasing law applies to the business and delivery terms and the complete legal relationships between the ordering party and the supplier.
2. The place of fulfilment is the supplier's domicile (Holzgerlingen).
3. In transactions between businesspeople, legal entities under public law or public law special assets, the court of jurisdiction for lawsuits is the domicile of the supplier. This also applies to lawsuits relating to bills of exchange and cheques. The supplier's domicile is also the court of jurisdiction agreed by the supplier and ordering party if the ordering party does not have a general court of jurisdiction in the Federal Republic of Germany.

## § 12.) Severability clause

If individual regulations in these business terms are ineffective they are replaced by the provisions of the current version of the Commercial Code and the Civil Code.

As of 23.02.2009