



FTS GROUP GMBH EUPENER STR 159 E1 50933 KOELN-GERMANY



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Conditions of sale

1. Definitions. “Company” means FTS Group GmbH “Customer” means the originator of an order for the supply of part(s); “Price” means the Price of the part in the Company’s quotation.

2. Delivery. The Company shall deliver the part to the delivery address advised by the Customer. Company will insure the goods if Customer specifically requests this on the Purchase Order. If no insurance is requested, Company is also not responsible for any damage or loss during transport. All Sales of Company is based on EXW and Incoterms 2010.

3. Charges and Payment. Customer will pay the full amount in advance or as agreed. Preferably, Customer will ship the Parts under his own Freight account Number. Payment shall be made net, and without set-off so as to be received on or before the shipment day unless otherwise agreed in writing. The Company shall be entitled to charge simply interest on overdue account at a rate of 1.2% per month. Merchant charges of 3,5% apply for all credit card charges.

4. Liabilities and Indemnities. The Company shall not be liable to the Customer in contract or in tort for any loss or damage suffered by them in connection with parts supplied by the Company. The Customer shall hold harmless and keep the Company indemnified from and against all liability, claims, demands, actions, costs, loss, AOG cost or damages in any way connected with the supply of parts by the Company.

5. Return of Goods and Warranty. Return of any goods is not accepted unless claim concerns a defective good and is returned within 5 days after the written approval of the company. Warranty of supplied goods is denied unless it is agreed by the company. In this case FTS Group GmbH will charge 25% of the unit Sales Price as restocking fee. All shipping charges are the responsibility of the Customer.

6. Title. Title to parts supplied on sale shall pass from the Company to the Customer on receipt of full payment. Title to parts supplied on exchange shall pass on receipt of full payment of exchange fees and repair and re-certification costs for the exchanged part. Title to Components supplied on loan shall remain with the Company.

7. Risk. Notwithstanding title, the risk of loss of or damage to parts in the possession of or under the care, or control of the Customer or in transit to or from the Customer shall be with the Customer. Customer has to advise the Company for every shipment they want insurance coverage for.

8. INSOLVENCY. If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him. We without prejudice to other remedies shall (a) have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for the work already carried out (whether completed or not) and material purchased of the Customer's such as charge to be an immediate debt due to us b) In respect of all unpaid debts due from the Customer have general lien on all goods and property in our possession (whether completed or not) and shall be entitled on the property in such manner and at such price as we think fit and to apply proceeds towards such debts.

9. Export. All material purchased or sold has not to be shipped to any country with an embargo imposed by the U.S. government without export license or re-export license. FTS Group GmbH can not be held responsible if any part purchased from FTS Group GmbH is shipped to any country with an embargo imposed by the government of the United States of America or any European Country. (Read also the Red Flag Indicators on our website).

10. Law. The laws of Germany shall govern this transaction and the parties shall submit to the jurisdiction of the Belgium courts.