Sale and delivery of Elbe & Sohn, Inc., are exclusively based on these general sales terms and conditions. The terms and conditions contained herein, including any additional or different terms or conditions proposed by Customer (including terms or conditions stated in a purchase order) are hereby expressly rejected and/or shall not be in effect unless specifically accepted in writing by an authorized employee of Elbe & Sohn, Inc.

The sale and delivery conditions set forth by Elbe & Sohn, Inc., may also apply if Elbe & Sohn, Inc., is not the seller of the goods. However, the parties agree to enter into a contract with knowledge of all conditions which are conflicting with or different from the sale and delivery conditions contained herein.

Agents and sales representatives of Elbe & Sohn, Inc., have no authority to make any representation which are conflicting with or different from the terms and conditions contained herein. Any such representations should not be relied upon by Customer and shall not have any effect on the sales contract, unless specifically agreed to in writing by an authorized employee of Elbe & Sohn, Inc.

Offer and Signing of a Contract

Offers of Elbe & Sohn, Inc., are non-binding and are without obligation.

All orders are to, and acceptance of orders by, Elbe & Sohn, Inc., shall be subject to the terms and conditions as stated herein. Any additional or different terms or conditions proposed by Customer, including any representations or statements which are conflicting with or different from the terms and conditions contained herein, will not be binding on Elbe & Sohn, Inc., unless specifically agreed to in writing signed by an authorized employee of Elbe & Sohn, Inc.

All drawings, images, weights, measures or miscellaneous performance data are only binding upon Elbe & Sohn, Inc., if agreed to expressly and in writing by an authorized employee of Elbe & Sohn, Inc.

The prices included herein are valid. The prices do not include sales, excise, use, or any other taxes now in effect or that hereafter may be levied by reason of this transaction. Customer will pay, and holds harmless, Elbe & Sohn, Inc., from all such taxes.

Freight and packaging costs will be billed separately to Customer by Elbe & Sohn, Inc.

If default occurs, its effects are the same as if delivery were due, as provided herein.

The customer’s breach of contract, Elbe & Sohn, Inc., is entitled to claim incidental damage, including possible additional storage costs. Customer is not entitled to perform other assignments – especially to assign the claims against its buyers, as long as Elbe & Sohn, Inc., has not cancelled the contractual relationship; a more extensive right of retention is excluded. If the customer is in default of payment, the property may be seized, and Elbe & Sohn, Inc., may remove the property without notice, and Elbe & Sohn, Inc., may remove the property without notice.

Elbe & Sohn, Inc., may also give his agreement to such registration. Customer will provide all necessary information and documents for the enforcement of a claim.

If Elbe & Sohn, Inc., is entitled to resell the delivered goods under reservation of title in its ordinary course of business, any claim of Customer that occurs from the sale of goods delivered under reservation of title is hereby assigned from Customer to Elbe & Sohn, Inc.

If Customer demands specific performance, by either a form of remedy of the defects or an additional delivery due to default of the delivered goods from Elbe & Sohn, Inc. or any other reason, Elbe & Sohn, Inc. may agree to perform such additional delivery or the defect or an additional delivery. Such performance shall not be in an estimation of damages, and the claims of Customer for damages for non-compliance with the Warranty provisions contained herein.

The title to the property described above will remain in Elbe & Sohn, Inc. until all debts of Customer, including any tax claims, and any claims against its buyers, as long as Elbe & Sohn, Inc., has not cancelled the contractual relationship; a more extensive right of retention is excluded. If the customer is in default of payment, the property may be seized, and Elbe & Sohn, Inc., may remove the property without notice, and Elbe & Sohn, Inc., may remove the property without notice.

Elbe & Sohn, Inc., will not be liable for delays in performance, including delivery, to due, as provided herein.

All payments (checks) should be sent to: Elbe & Sohn, Inc., 1875 Dewey Lane, South Haven, MI 49090.

Payment terms are net thirty (30) days from date of invoice. Elbe & Sohn, Inc., reserves the right to require alternative payment terms, including, without limitation, a letter of credit.

If payment is not received by the due date, a late charge will be added at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum lawful rate, whichever is less, to unpaid invoices from the due date hereinafter.

If Elbe & Sohn, Inc., is entitled to use payments to credit old debts first despite declarations of Customer to the contrary. If costs and interest have accrued, then Elbe & Sohn, Inc., reserves the right to use payments to credit old debts first, and in that case, the costs and interest shall be credited to the principal obligation.

The terms and conditions of this contract shall be adjudicated in the United States in the county of Marshall, Michigan.

All payments and notices required herein shall be provided to Elbe & Sohn, Inc., at its registered office at 1875 Dewey Lane, South Haven, MI 49090.

Elbe & Sohn, Inc., is entitled to use payments to credit old debts first despite declarations of Customer to the contrary. If costs and interest have accrued, then Elbe & Sohn, Inc., reserves the right to use payments to credit old debts first. If payment is not to be in cash, Customer will execute a financing statement, security agreement, lease, and any other documents reasonably requested by Elbe & Sohn, Inc.

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