

General terms and conditions of business

1) General terms and conditions

In respect of the contracting of business between the customer and AMROC as well as all supplies, the following general terms and conditions will apply also in cases where the general terms and conditions of purchase of the customer deviate there from.

Any amendments or alterations to these general terms and conditions will apply to a given business contracted only if such amendments or alterations have been confirmed by AMROC for such business in writing, these amendments or alterations being of no effect what so ever for any future business contracted. By placing an order, at the latest by accepting the delivery, however, the customer recognises these general terms and conditions.

2) Offer and order confirmation

Up to the time of contract conclusion. The offers made by AMROC will always be subject to confirmation, unless a concrete validity period is indicated there in. A contract will come into effect only, and will be effective only in respect of the content resulting there from, upon written confirmation of the order by AMROC. Every order have to be confirmed by Ehitusplaat.

Amroc will confirm the order within 3 days after its receiving and prepare goods for pick up within 14 days for normal panels 21 for sanded panels or panels with tongue and groove and 30 days for primed or finished panels.

3) Changes, cancellation

If the customer makes any changes to orders that have already been confirmed, which changes result in extra costs to AMROC. The extra costs will be for the customers account changes to orders which have already been placed and confirmed shall be free only if AMROC has given its prior approval.

If the customer cancels a placed and confirmed order for customised products. The customer shall bear the costs which have already been incurred by AMROC by the time of cancellation of the order.

4) For goods collected at our plant, the carrier shall confirm, by giving his signature on the delivery note, that the goods have been taken over in an externally impeccable condition.

5) Complaints claims for damages

If any goods delivered are considered as being nonconforming by the customer, he shall give immediately notice of defect to AMROC must be given the proof of damage.(Photo for example) AMROC is not liable for defects during the transport.

AMROC will be liable for meeting the quality of products in accordance with the applicable specifications.

AMROC will not be liable for the fitness of the goods delivered for the purposes intended by the customer.

6) Customer's obligation to pay, default in payment.

a) Invoices have to be paid like agreed in the order confirmation.

- b) The time limits for payment indicated under a) or otherwise agreed by the parties shall be duly kept. In case the time allowed for payment is exceeded by more than 5 work days, the customer shall be deemed to have default in payment without any reminder to this effect being required.
 - c) The customer will not be entitled to set off or deduct, unless the counter claim to be customer has a final and binding legal title.
- 7) Reservation of title
- a) Any goods delivered shall be subject to reservation of title and shall remain the property of Amroc up to the time of full settlement of any debt claims, including future claims arising from the business relationship with the customer. Reservation of the title shall also continue to apply in case where the individual debts claims have been incorporated in an outstanding account and the balance has been struck and accepted.
 - b) the customer may in the ordinary course of business process, mix or convert and sell the goods supplied subject to the reservation of title, but shall not be entitled to put them in pledge or turn them over as security.
 - c) The customer shall notify Amroc immediately of any seizure by a third party of the goods/debt claims owned or co-owned by Amroc.
- 8) Magdeburg (D) shall be the place of performance for payments and other obligations of the Customer.
Magdeburg shall be the place of jurisdiction for both parties, unless another exclusive jurisdiction is demanded by law.
The plaintiff may at his discretion bring the matter before the competent court having jurisdiction at the defendant's places of business.
- 9) Miscellaneous, amendment

If the customer fails to countersign Amroc's order confirmation, this shall not affect the validity of the of the individual contract concerned unless otherwise provided for in the order confirmation. Should one or several provisions of the contract concluded with the customer be or become invalid, this shall not affect the validity of the remaining provisions. In case any provision (Including these General Conditions of Sale and Supply) turns out to be ineffective, the contracting parties will immediately agree on a new provision which comes as close as possible in terms of intended economic success to invalid one to be replaced by it.

The effectiveness of the agreement entered into between the contracting parties in respect of these General Conditions of Sale and Supply always be governed by the law of the Federal Republic of Germany.