



MOTEX business terms and conditions for the supply of products and services for commercial transaction between businesses

IMPORTANT INFORMATION - KINDLY OBSERVE:

Basis of all our quotations are the **SPARE PART NUMBERS** provided by you.
The description of goods does not serve to identify the spare parts!

Validity date / offer expiration date: * IMPORTANT *****

At the end of the validity period, the NOA (if available), the purchase order and the L/C of the customer must be in our hands so that **we** can place the order/s with our supplier/s within this validity period.

Bank guarantee:

We do not accept issuance of a 10% performance guarantee (bank guarantee).
We are ready to transfer your commission to you prematurely so that the PG can be issued by yourself.

Warranty/ guarantee (according to German legal regulations):

Shortages/missing quantities or visibly damaged spare parts have to be claimed within two (2) weeks after arrival at Dhaka airport or Chittagong seaport. At the end of this period a claim in this regard will no longer be accepted!

The warranty terms only refer to a **DEFECT** of the goods and have the following conditions:
Supplied spare parts have a guarantee/warranty for 12 months from the date of installation and 18 months from the date of dispatch in Germany whichever is earlier for workmanship and manufacturing defects.

- Warranty does not include secondary damages, wear and tear parts.
- Warranty does not include shortages.

Manufacturer's certificate:

Supplier's/beneficiary's certificate instead of manufacturer's certificate must be acceptable.

Pre-shipment Inspection (PSI report - if applicable):

Upon request of customer, a pre-shipment inspection can be arranged at supplier's or manufacturer's premises prior to dispatch of goods.

- a) **ORIGINAL PSI report** has to be sent to our office address Motex Teile GmbH, Mozartstraße 10, 21423 Winsen/Luhe, Germany, FREE OF CHARGE, within 3 (three) working days after date of shipment in case of shipment by air or within 5 (five) working days in case of shipment by ocean freight or
- b) L/C conditions clearly instruct advising bank in Germany to honour a **COPY of PSI report.**

Post Landing Inspection (PLI report – if applicable):

The final inspection of goods by inspection company has to be carried out within four (4) weeks after arrival of goods at Dhaka airport or Chittagong port (whatever is applicable) and PLI report has to be issued within three (3) working days after inspection of goods and submitted to the bank for release of payment.

**Letter of credit: Purchase order and the like as an "integral part" of an L/C**

UCP 600 - Article 4 - Extract from the "Uniform Customs and Practice for Documentary Credits":

a. A credit by its nature is a separate transaction from the sale or other contract on which it may be based.

Banks are in no way concerned with or bound by such contract, even if any reference whatsoever to it is included in the credit. Consequently, the undertaking of a bank to honour, to negotiate or to fulfil any other obligation under the credit is not subject to claims or defences by the applicant resulting from its relationships with the issuing bank or the beneficiary.

A beneficiary can in no case avail itself of the contractual relationships existing between banks or between the applicant and the issuing bank.

b. An issuing bank should discourage any attempt by the applicant to include, as an integral part of the credit, copies of the underlying contract, proforma invoice and the like.

Payment:

Validity 120 days; payable 100 % at sight, advising bank in Germany:

Commerzbank AG, Hamburg, all bank charges outside Germany on opener's account.

- L/C may not contain the wording "all other details as per purchase order ..." and the like.
- The para. regarding PLI certificate has to be mentioned → in section F47A: "Additional Conditions" and **not** in the section "F46A: Documents Required".
- Time for presentation of PLI certificate to opening bank has to be mentioned in the L/C (see para. 'Post Landing Inspection').

Handling of claims:

Claims for visible defects/damages/shortages or failure of spare parts have to be advised to us directly after inspection of goods (time frame see above).

This does not affect the warranty terms for workmanship and manufacturing defects.

A claim at a later date can no longer be accepted.

The claim advice has to be in full and complete.

Claims have to be advised to us in written form, with detailed description of damage/ defect/ difference or missing of spare parts.

➡ In case of damage or defect, customer has to provide a clear technical statement together with clear and sharp photos of damage/defect.

➡ In case of assumed incorrect delivery, photos of delivered spare part and, in comparison, the existing spare part have to be provided. Photos must be of good quality and must clearly show the difference.

➡ For a justified and proven shortage which is within our responsibility, spare parts will be subsequently delivered.

In case of disagreement, customer has to prove that the claimed missing part really belongs to the scope of supply of manufacturer. This can be done by means of a technical documentation.

➡ A claim due to incorrect spare part numbers provided by the buyer cannot be accepted.

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