

TERMS OF DELIVERY FOR BROACHING WORK AND PRECISION PARTS

General

1. All incoming orders are executed solely in accordance with the following conditions, unless otherwise agreed in writing. If our terms are rejected, we are entitled to return the workpieces provided for processing or treatment to the customer, unprocessed and at their expense. Should we nevertheless carry out the requested work, this does not imply recognition of the customer's terms and conditions. The purchaser's terms of purchase are not binding upon us, even if we do not expressly object to them. Oral side agreements require our written confirmation to be valid. The scope of delivery is determined by our written order confirmation.
2. Our offers, delivery, and execution dates are non-binding. However, we strive to adhere to them. Events of force majeure entitle us to postpone delivery for the duration of the impediment. Force majeure also includes operational disruptions of any kind.
3. All workpieces handed over to us must be accompanied by an order or delivery note containing at least the following information:
 - a) designation of the workpieces, quantity, individual and total weight
 - b) material grade, for standard steels with standard designation, otherwise, the manufacturer's designation.

The workpieces must be delivered with the necessary machining allowance. For the type of machining or production, only a compliant technical drawing attached is binding. If required, a suitable work plan must also be provided. The customer guarantees that the drawings provided do not infringe third-party property rights. We are under no obligation to check whether the supplied drawings might infringe such rights.

If the delivered material does not correspond to the specification on the delivery note or in the drawing, we reserve the right to charge the customer for all costs incurred due to incorrect information. We do not assume liability for the behavior of supplied or purchased material. Our right to remuneration remains unaffected. If, during broaching, due to faulty pre-machining of the parts to be broached, additional sharpening of the tools is required or even tool breakage occurs, these costs will be charged separately.

Damages (e.g., tool damage) resulting from disregard of the following technical instructions shall be borne by the customer.

- For smooth processing, please list only workpieces requiring the same treatment on a single delivery note.
 - If required information for processing is missing or incomplete, the order will be executed to the best of our knowledge, without us being obliged to inquire further.
 - Workpieces must be delivered in a suitable condition and, if necessary, properly packaged.
 - Any costs or damages resulting from such breaches of obligation shall be borne exclusively by the customer.
 - Customer documents (e.g., drawings) may be passed on for tool procurement. Customer names will be removed from documents to comply with confidentiality agreements.
 - If, for production reasons, there is an over-delivery (up to 10%), the customer is obliged to accept the additional quantity at the agreed price. In the event of an under-delivery (up to 10% less than the ordered quantity), the customer may not assert claims for defects.
4. When profiles are introduced with positioning, or when profiles are slotted or milled, the customer must provide 1–2 setup parts with the order. If no additional setup parts are provided (contrary to the contractor's offer), these will be taken from the ordered series. Setup parts are always charged, even if they prove to be nonconforming.
5. Pro-rata tooling costs
If tools, fixtures, or gauges that were invoiced as pro-rata tooling costs are not in use, Gleser GmbH is entitled to dispose of the relevant equipment without prior consultation. Any claims, such as for damages or similar, on the part of the customer are excluded.
6. Splined / Profiled Shafts
For drawn splined or profiled shafts, slight deviations above or below the tolerances are possible due to the manufacturing process. This does not constitute grounds for a complaint. Third-party-manufactured splined hubs generally require a larger chamfer at the transition from the head circle to the splines.

Supplied Materials

We accept no liability for loss, theft, damage, or destruction of supplied materials, unless caused by gross negligence on our part. Upon the customer's request and at their expense, we will insure such supplied items.

If the customer provides defective, incorrect, or unsuitable supplied items, we accept no liability for resulting consequences. If the service must therefore be repeated, the customer shall bear the associated costs, risks, and delays.

We assume no liability for the behavior of supplied materials during processing. Should defects or damage occur during processing, we are entitled to withdraw from the contract and invoice the work carried out to date, or, if technically possible, correct the defects at the customer's expense and risk and continue processing. The customer will be informed of this in due time.

Warranty

Broached or completely manufactured parts are inspected by sampling before leaving our premises. A more extensive inspection will only be carried out upon special agreement and at additional cost. This outgoing inspection does not release the customer (recipient of goods) from their obligation to perform incoming inspections.

The warranty period is 1 year.

Complaints

- Complaints will only be considered if submitted immediately in writing, but no later than 14 days after return of the workpieces. For each complaint, Gleser GmbH must be given the opportunity to inspect and rectify or rework.
- Liability risk for processing is not included in cost calculation. The customer bears the risk of rejects in broaching, tool repairs, other parts, or completely manufactured parts.
- We accept no liability for tool breakage, damage to third-party or in-house broaching tools, tool sharpening, or trial broaching, nor for hairline cracks in broaching tools that may later lead to breakage.
- If the fault lies with us or our subcontractors, processing costs will not be charged, or newly provided workpieces will be processed free of charge. There is no obligation to replace material or pre-machining.
- In the case of precision parts manufactured entirely by Gleser GmbH, our liability is limited to the value of the goods.
We are also not liable for any direct or indirect damages.
- The customer's obligation to provide immediate notice of defects and the liability limitations also apply to rectifications and rework.

Delivery and Payment Terms

1. Workpieces to be processed or treated must be delivered to and collected from us free of charge. Place of performance: Stahlstr. 16, 42551 Velbert. If the customer has special shipping and packaging requests, we will arrange return shipment upon request, at their cost and risk.
2. Our prices are in EURO, excluding VAT. Price adjustments are made for over- or under-deliveries.
 - Unless otherwise agreed, our prices are ex works, excluding packaging.
 - If we receive particularly elaborate packaging, we will charge unpacking and repacking costs at a flat rate of 10% of the unit price per piece.
 - Elaborate packaging includes, for example, parts rolled in corrugated cardboard, individually wrapped in bubble wrap, or protected with flexible mesh tubing.
 - The decision as to what constitutes elaborate packaging rests with Gleser GmbH.
3. Payment:
 - a) Within 10 days net from invoice date – for contract work
 - b) 100% advance payment for new customers and foreign customers
 - c) 50% advance payment for complete production,
50% within 10 days net upon delivery
 - Our invoices are due according to the payment terms stated therein, in line with our written offers.
 - If payment is delayed more than 20 days after invoice date, interest on arrears of 7.68% above the current discount rate of the Deutsche Bundesbank will be charged. Withholding or offsetting due to disputed counterclaims of the customer is not permitted.
4. Ownership of manufactured, processed, or treated workpieces remains with us – as far as legally permissible – until full payment has been received. The contractor's lien is expressly noted. Tooling costs invoiced are always pro-rata costs. There is no ownership claim to the tools.
5. Exclusive place of jurisdiction is Velbert.

Final Provisions

The above conditions remain valid even if one or more individual provisions are invalid. Deviating agreements require written form.