

Hilgenberg Ceramics Inc.
1497 Chain Bridge Rd
McLean, VA 22101

- Terms and Conditions of Sale and Delivery -

Date: Jan. 15, 2025

1. Scope and Conclusion of Contract

1.1 These Terms and Conditions of Sale and Delivery apply to all legal relationships with companies, individuals, and public or private entities for whom we supply goods or services. Conflicting or differing terms and conditions of the customer shall not apply unless explicitly agreed upon in writing.

1.2 Individual agreements with the customer take precedence over these Terms and Conditions.

1.3 Our offers are non-binding with respect to price, quantity, delivery time, and availability unless otherwise explicitly stated.

1.4 By placing an order, the customer submits a binding offer to purchase the specified goods.

1.5 Acceptance of any order is subject to the condition that no legal obstacles (e.g., export control regulations) prevent the delivery.

2. Offers and Offer Documentation

2.1 If an order qualifies as an offer under U.S. contract law, Hilgenberg Ceramics may accept it within four weeks.

2.2 Hilgenberg Ceramics retains ownership and copyright to all drawings, calculations, and other documents created or significantly modified by us. Disclosure to third parties requires our explicit written consent.

2.3 Automatically generated manufacturing cost estimates on our website are not binding offers. These are rough estimates based on uploaded geometry data. A detailed quotation requires additional information such as tolerances, material specifications, surface requirements, etc.

2.4 A binding delivery contract is concluded only upon written order confirmation or at the latest upon delivery of goods.

2.5 Unless explicitly stated otherwise, our offers are valid for 30 days from the date of issue.

3. Prices and Payment Terms

3.1 All prices are EXW (Ex Works) per Incoterms® 2020, excluding packaging, shipping, and insurance, which are invoiced separately. Sales tax or other applicable taxes will be added where required by law.

3.2 The customer may not withhold payments or offset them against counterclaims unless these counterclaims are acknowledged by us or established by a competent court.

3.3 Unless otherwise agreed, payment is due in full within 14 days of the invoice date. After this period, the customer is in default without further notice, and we reserve the right to charge interest at the highest legal rate allowed by applicable U.S. law.

3.4 Payments are considered made only when the funds are irrevocably credited to our account.

4. Retention of Title

4.1 Hilgenberg Ceramics retains title to all goods delivered until full payment is received.

4.2 The customer must store the goods separately and label them as our property.

4.3 Any processing or transformation of the goods is done on our behalf without creating liabilities for us.

4.4 The customer is prohibited from pledging or transferring ownership of goods subject to retention of title.

4.5 In case of non-compliance with these terms, including late payment, we reserve the right to reclaim the goods without further notice.

5. Delivery and Delay

5.1 Delivery is EXW (Ex Works), with all risks and costs borne by the customer.

5.2 Delivery times depend on the timely fulfillment of the customer's obligations (e.g., provision of technical data, prompt payment).

5.3 Partial deliveries are permissible as long as they do not disadvantage the customer.

6. Warranty

6.1 Any warranty must be agreed upon in writing.

6.2 The customer must inspect the goods upon receipt and report any defects in writing within 10 days.

6.3 Minor deviations in color or dimensions do not constitute defects unless they significantly impair the intended use.

6.4 In the event of proven defects, we will, at our discretion, either repair the goods or provide a replacement.

6.5 Claims for damages are limited to the value of the goods or service and do not extend to consequential damages, except in cases of gross negligence or willful misconduct.

7. Confidentiality and Intellectual Property

7.1 All technical and business information provided by Hilgenberg Ceramics must be treated as confidential.

7.2 The customer assures that their provided data do not infringe on third-party rights (e.g., patents, copyrights).

8. General Provisions

8.1 These Terms and Conditions are governed by the laws of the State of Virginia, excluding its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

8.2 Any disputes arising from these Terms and Conditions shall be resolved in the courts located in Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division.

8.3 Should any provision of these Terms and Conditions be invalid, the remaining provisions shall remain unaffected.