I. Formation of contract
1. All sales are made exclusively upon the following terms and conditions and we hereby reject any waiver or addition or contradiction contained in Buyer's purchase order or any other document submitted by Buyer.

II. Terms and conditions of payment
1. Full payment of the purchase price is due no later than the fifteenth day of the following month after delivery from the factory or warehouse.
2. Subject to the rights in paragraph A I 5. If it is agreed that Buyer is to take delivery within a specific period after our notification that the merchandise is ready for shipment, then we are permitted to invoice the merchandise at that time and the purchase price, in that case, will be due 30 days after the date of invoice.
3. Payment shall be made without any deduction of discounts, in such a manner that we have the sum at our disposal on the date on which payment falls due. Buyer may only offset claims that are uncontested or have legal force; Buyer has a right of retention only insofar as such right is based on the same contractual relationship.
4. If the time allowed for payment is exceeded, interest at the rate of 8% above the respective base rate will be charged.
5. To the extent that our right to payment is endangered by subsequent events yielding a significant deterioration in financial condition, we have the right to declare due any accepted bill of exchange irrespective of maturity.
6. In the case of No. 5, we can require advance payments for deliveries still outstanding.
7. Buyer can avoid the legal consequences stated in No. 5 by offering security in the amount of our

III. Place of performance and jurisdiction
1. We shall designate the forwarding agent or carrier.
2. The statutes of the place of performance in accordance with the conditions of the contract are decisive for the form and the delivery from the factory or warehouse.
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