



## Terms and conditions of delivery and payment

### 1. Offer and conclusion

1.1 Our terms and conditions of sale apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale, unless we have expressly agreed to their validity in writing. Our terms and conditions of sale shall also apply if we carry out delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale.

1.2 All agreements made between us and the customer for the purpose of executing this contract are laid down in writing in this contract.

1.3 Our terms of sale shall also apply to all future transactions with the customer.

1.4 Our offers are free-living, unless otherwise expressly agreed. All agreements shall only become legally effective upon our written confirmation.

1.5 Delivery periods begin with the receipt of our order confirmation.

1.6 Deviations of up to 10% from the ordered quantity are permissible in the production of the goods and unusual varieties.

### 2. Prices

2.1 Our deliveries are invoiced at the agreed prices ex works, excluding packaging and carriage charges.

2.2 Errors in information, order confirmations, invoices, calculation and spelling errors are not binding on us.

2.3 If freight charges, levies or fees are introduced or increased after conclusion of

the contract, we are also entitled to change the price accordingly in the case of freight-free delivery.

### 3. Delivery time

3.1 Delivery dates and delivery periods are only approximate unless we have expressly designated them as binding in writing.

3.2 Delivery periods begin with the receipt of our order confirmation. The beginning of the delivery time stated by us presupposes the clarification of all technical questions. Compliance with our delivery obligation presupposes the timely and proper fulfilment of the customer's obligation. We reserve the right to plead non-performance of the contract. Deviations of up to 10% from the ordered quantity are permitted in the production of the goods and/or unusual varieties.

3.3 In the event of a delay in delivery and a promised date, the customer must set a reasonable period of grace in writing. After expiry of this period he has the right to withdraw from the contract. Further claims, in particular claims for damages due to delay or non-fulfilment are excluded.

3.4 In the case of justified written notifications of defects made within 8 days at the latest, we shall supply a replacement free of charge, but expressly reject any other claims of any kind. Should the goods delivered by us give rise to a complaint, a post-processing with costs for us is not possible without our consent.

3.5 Orders ordered on call which are not precisely scheduled must be processed no later than 6 months after placing the order. At the latest at this time, but not before invoicing, our purchase price claim shall also become due.

3.6 Events of force majeure entitle us, even if they occur at our suppliers or their sub-



suppliers, to postpone the delivery or service for the duration of the hindrance and an appropriate start-up period or to withdraw from the contract in whole or in part because of the part not yet fulfilled. Strikes, lock-outs, mobilisations, war, blockades, export and import bans, traffic disruptions, operational disruptions, conflagration and other accidents or circumstances which cannot be influenced by us and which make delivery unreasonably difficult or impossible for us. The customer can demand a declaration from us whether we withdraw from the order or deliver within a reasonable period of time. Claims for damages are also excluded in these cases.

#### **4. Dispatch**

4.1 Place of performance for deliveries on both sides is Meinerzhagen. Other conditions, even if they are prescribed on the order forms, shall only be deemed accepted by us if we expressly confirm this.

Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back, with the exception of pallets. The customer is obliged to dispose of the packaging at his own expense.

4.2 Delivery of all goods is always at the risk of the consignee, even in the case of carriage paid deliveries.

4.3 Dispatch route and means of transport are not left to our choice unless otherwise agreed. The customer may not reject partial deliveries.

4.4 We are not liable for damage caused by vehicles transporting the goods on our behalf.

#### **5. Returns**

5.1 If the buyer returns goods delivered by

us without our express consent, we are not obliged to issue a credit note.

5.2 If the purchaser returns properly delivered goods with our consent, a processing fee of 25% of the purchase price, however, at least an amount of 75€ will be deducted from the credit note. He shall also bear the risk and costs of the return shipment and the outward freight.

#### **6. Warranty**

6.1 Notice of defects and complaints due to delivery of non-contractual goods must be made in writing by the purchaser within 14 days of receipt of the goods at their destination. Defects and complaints due to delivery of non-contractual goods, which cannot be discovered within this period even after careful inspection, are to be notified or asserted immediately after discovery with immediate cessation of any processing, but no later than 3 months after receipt of the goods.

6.2 If the purchaser does not immediately provide us with suitable samples on request to check the material complained of, all warranty claims shall lapse. Warranty claims become statute-barred at the latest 3 months after our written rejection of the notice of defects.

6.3 We take back defective goods or goods not delivered in accordance with the contract and replace them free of charge by faultless goods, insofar as the delivered goods cannot be used by the purchaser. In the case of defective goods, we can replace the reduced value instead. Further warranty claims are, as far as permissible, excluded in any case.

#### **7. Total liability**

7.1 Any further liability for damages other than that provided for in clause 4 is excluded - without consideration of the legal nature of the claim made. This applies in particular to claims for damages



arising from culpa in contrahendo, positive breach of contract or tortious claims pursuant to 823 BGB.

7.2 Claims for damages due to impossibility or inability remain unaffected.

7.3 The same shall apply if liability is mandatory on the basis of the provisions of the Product Liability Act.

7.4 Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

## **8. Terms of payment and retention of title**

8.1 Our invoices are payable within 30 days net without any deduction.

### 8.2.1 Retention of title

The delivered goods remain our property until they have been paid for.

### 8.2.2 Balance clause or current account clause

Until payment of all claims arising from the business relationship, including any refinancing or reverse bills, the seller retains title to his deliveries of goods, which may only be sold in the ordinary course of business.

### 8.2.3 Manufacturer and processing clause

By processing these goods, the buyer does not acquire ownership of the goods manufactured in whole or in part; the processing is carried out free of charge exclusively for the seller. Should the retention of title nevertheless expire due to any circumstances, the seller and the buyer hereby agree that ownership of the goods shall pass to the buyer who accepts the agreement upon processing. The buyer remains their free custodian.

### 8.2.4 Processing and mixing clause

In the case of processing with goods still owned by third parties, the seller acquires co-ownership of the new goods. The scope of this co-ownership results from the ratio of the invoice value of the goods delivered by the seller to the invoice value of the remaining goods.

### 8.2.5 Advance assignment

The buyer hereby assigns the claim from a resale of the reserved goods to the seller, including to the extent that the goods have been processed.

### 8.2.6 Release clause

At the request of the buyer, the seller undertakes to release the securities to which he is entitled according to the above conditions at his discretion if the realisable value of the securities exceeds the claims to be secured by more than 20%.

8.3 If the buyer is in default, all amounts due from us are due immediately, even if they have been paid by bill of exchange. In addition, we may immediately withdraw from all delivery obligations.

8.4 We must be notified immediately of any seizure of the goods or other restrictions on our ownership of the goods and claims.

8.5 We are entitled to securities of the usual type and scope for our claims, even if they are conditional or limited in time. We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is incumbent on us.

8.6 The client has no right of retention. The offsetting of counterclaims is only permitted insofar as these have been acknowledged by us as existing and due or have been legally established.



8.7 In the event of late payment, the customer shall pay interest of 3% above the respective discount rate of the European Central Bank plus statutory value-added tax from the due date.

8.8 In the event of changes in the currency, both parties have the right to withdraw from purchase contracts.

## **9. Place of performance, place of jurisdiction and applicable law**

9.1 Place of performance for both parties is Meinerzhagen, Germany.

9.2 If the customer is a registered trader, our place of business (Meinerzhagen) is the place of jurisdiction; this also applies to actions on bills of exchange and cheques. However, we are also entitled to sue the customer at the court of his place of residence.

9.3 The contractual relationship shall be exclusively governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## **10. Disclaimer of liability**

10.1 In all cases of damage claims for damages of any kind are excluded, irrespective of the legal basis, unless the claims for damages are covered by our insurance. This also applies in particular to all damages not directly incurred on the delivery item itself and damages due to loss of use.

## **11. General**

11.1 Collateral agreements, in particular agreements deviating from the above conditions, must be made in writing and are only effective if expressly confirmed by us in writing.

11.2 Should any of the above provisions be invalid for any reason whatsoever, this shall not affect the validity of the remaining provisions.