

General Terms and Conditions of Sale (November 2020)

Section 1 Scope

1. These terms and conditions of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB). We only acknowledge conflicting or deviating terms and conditions of the customer if we expressly agree to the validity in writing.
2. These terms and conditions of sale also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature (as a precautionary measure, the terms and conditions of sale should in any case be attached to the order confirmation).
3. Individual agreements made with the Buyer on a case-by-case basis (including ancillary agreements, additions and amendments) shall in any case take precedence over these terms and conditions of sale. Subject to the evidence to the contrary, the content of such agreements shall be subject to a written contract or our written confirmation.

Section 2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with Section 145 of the German Civil Code (BGB), we can accept it within two weeks.

Section 3 Documents provided

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the placing of the order, including in electronic form, such as B calculations, drawings, etc.. These documents may not be made available to third parties, unless we give the customer our express written consent to do so. Insofar as we do not accept the offer of the customer within the period of Section 2, these documents must be returned to us immediately.

Section 4 Prices and Payment

1. Unless otherwise agreed in writing, our ex-works prices shall apply exclusively to packaging and plus VAT in the applicable amount. Costs of packaging will be charged separately.
2. Payment of the purchase price must be made exclusively to the re-named account. The deduction of cash discount is only permitted in the case of a special written agreement.
3. Unless otherwise agreed, the purchase price must be paid within 10 days of invoicing default interest will be charged in the amount of 8% above the respective base interest rate p.a. (*see Appendix 1*). We reserve the right to claim a higher damage caused by delay.
4. Unless a fixed price agreement has been made, reasonable price changes due to changes in the cost of wages, materials and distribution for deliveries made 3 months or later after the conclusion of the contract are reserved.

Section 5 Rights of Retention

The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

Section 6 Delivery time

1. The start of the delivery time indicated by us presupposes the timely and proper fulfilment of the obligations of the customer. The objection of the unfulfilled contract is reserved.
2. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims are reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the customer is in default of acceptance or debtor.
3. Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

Section 7 Transfer of risk in case of dispatch

If the goods are dispatched to the customer at the request of the customer, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

Section 8 Retention of title

1. We reserve the title to the delivered goods until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer behaves in breach of the contract.
2. As long as the property has not yet passed on to him, the customer is obliged to treat the purchased item with care. In particular, he is obliged to insure them at his own expense against theft, fire and water damage sufficiently at the new value. As long as the property has not yet been transferred, the customer must notify us immediately in writing if the delivered object is seized or otherwise intervention of third parties is suspended. Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the German Civil Code (ZPO), the customer shall be liable for the loss incurred by us.
3. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. The customer assigns the claims against the customer from the resale of the reserved goods to us already now in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our power to collect the claim itself remains unaffected. However, we will not collect the claim as long as the customer fulfils his payment obligations from the collected proceeds, is not in default of payment and in particular no application for the opening of insolvency proceedings has been filed or payment has been discontinued.
4. The processing and processing or conversion of the purchased item by the customer is always carried out by name and on behalf of us. In this case, the right of the customer to the purchase item on the redesigned item shall continue. Insofar as the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the objective value of our purchased item to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main thing, it is deemed agreed that the customer transfers us proportionally co-ownership and keeps the resulting sole ownership or co-ownership for us.
5. We undertake to release the securities to which we are entitled at the request of the customer, insofar as their value exceeds the claims to be secured by more than 20%.

Section 9 Warranty and notification of defects as well as recourse/manufacturer recourse

1. Warranty rights of the customer presuppose that the customer has duly complied with the investigation and complaint obligations owed in accordance with Section 377 of the German Commercial Code (HGB).
2. Claims for defects shall become time-barred at the end of the best-before date stated on the products, but at the latest within 12 months after the delivery of the goods delivered by us to our customer. The statutory limitation period applies to claims for damages in the event of intent and gross negligence as well as for injury to life, body and health, which are based on an intentional or negligent breach of duty on the part of the user.
3. Before returning the goods, our consent must be obtained.
4. Should, despite all due care, the delivered goods show a defect that already existed at the time of the transfer of risk, we will repair the goods at our discretion or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity to perform the following within a reasonable period of time. Claims for recourse remain unrestricted from the foregoing provisions without restriction.
5. If the subsequent performance fails, the customer may withdraw from the contract or reduce the remuneration, without prejudice to any claims for damages.
6. Claims for defects do not exist in the event of only insignificant deviation from the agreed quality, in the case of only negligible impairment of usability, in the case of natural wear and tear or wear, as well as in the case of damage resulting from incorrect or negligent handling, excessive use, unsuitable equipment or due to special external influences which are not required by the contract. If the customer or third party improperly changes are made, there are also no claims for defects for these and the resulting consequences.
7. Claims of the customer due to the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been moved to a location other than the customer's branch.
8. Claims for recourse by the customer against us exist only to the extent that the customer has not entered into any agreements with his customer that go beyond the legally binding claims for defects. Furthermore, paragraph 6 shall apply accordingly to the scope of the customer's claim for recourse against the supplier.

Section 10 Other

1. This contract and the entire legal relations of the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the Sale of Goods (CISG).
2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our registered office, unless otherwise stated in the orderconfirmation.
3. All agreements made between the parties for the purpose of carrying out this contract are set out in writing in this agreement.