

General Terms and Conditions of Sale Company

§ 1 Scope of application

(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 (1) of the German Civil Code (BGB). We shall only recognise any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing

(2) These Terms and Conditions shall also apply to all future transactions with the Customer, insofar as they are legal transactions of a related nature

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we can accept it within two weeks.

§ 3 Documents provided

We reserve the property rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the customer's offer within the period specified in § 2, these documents must be returned to us immediately.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices are ex works excluding transport and plus VAT at the applicable rate.

(2) Payment of the purchase price shall be made exclusively to the account specified overleaf. The deduction of a discount is only permitted if a special written agreement has been made.

(3) Unless otherwise agreed, the purchase price must be paid within 10 days of delivery. Interest on arrears shall be charged at a rate of 8% above the respective base interest rate per annum. We reserve the right to assert higher damages caused by default.

(4) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

§ 5 Rights of retention

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

§ 6 Delivery time

(1) The commencement of the delivery period stated by us is subject to the timely and proper fulfilment of the customer's obligations. The defence of non-performance of the contract remains reserved.

(2) If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. In the event of default of acceptance, we shall charge at least 0.7% interest on arrears per month. We reserve the right to assert further claims. 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 point in time at which the customer is in default of acceptance or debtor's delay.

(3) In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay in the amount of 3% of the delivery value, but not more than 15% of the delivery value.

(4) Further statutory claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Transfer of risk on despatch

If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer when the goods are dispatched to the customer, at the latest when they leave the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of fulfilment or who bears the freight costs.

§ 8 Retention of title

(1) We reserve title to the delivered goods until all claims arising from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to take back the purchased item if the customer is in breach of contract.

(2) The customer is obliged to treat the purchased item with care as long as ownership has not yet been transferred to him. In particular, he shall be obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.

(3) The customer is authorised to resell the goods subject to retention of title in the normal course of business. The customer hereby assigns to us the customer's claims arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The customer remains authorised to collect the claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we shall 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 and payments have not been suspended.

(4) The treatment and processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the customer to the object of sale shall continue in the remodelled object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing.

If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer proportional co-ownership to us and keep the resulting sole ownership or co-ownership for us. To secure our claims against the customer, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.

(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 %.

§ 9 Warranty and notification of defects and recourse/mmanufacturer recourse

The following applies to entrepreneurs:

(1) Unless otherwise agreed, the sale of used, movable delivery items is subject to the exclusion of any warranty. If the customer has warranty claims for a used, movable object of purchase in individual cases - for example due to a separate agreement - the customer's claims and rights due to defects shall expire one year after the transfer of risk. This shall not apply in the cases specified in item 4 of this section.

(2) Subject to the provisions in §9 (5), claims and rights of the customer in the event of defects in movable, newly manufactured delivery items shall become time-barred one year after the transfer of risk.

(3) In the event of defects that significantly reduce the value of the goods or their suitability for the contractually stipulated use, we shall initially provide subsequent delivery or rectification at our discretion. In the case of insignificant defects, we may grant a reduction in price instead of subsequent fulfilment.

(4) If the subsequent fulfilment has failed, the customer shall only be entitled to the rights of reduction, withdrawal and/or compensation instead of performance if he has set us a grace period of at least 14 calendar days for subsequent fulfilment in writing before exercising these rights. These rights also require that the customer unmistakably threatens us that he will no longer accept subsequent fulfilment after this period has expired. The above provision (Clause VII, 3.4.) shall not apply if the setting of a deadline is not required by law.

(5) The above provisions on the exclusion of the customer's claims for defects and the limitation periods shall not apply in the event of intentional or grossly negligent action on our part, in the event of injury to life, limb or health, the assumption of a guarantee of freedom from defects, liability under the Product Liability Act or the assumption of a procurement risk and if a longer period is specified in the cases of §§ 438 para. 1 no. 2 (buildings and items for buildings) and 634a para. 1 no. 2 (building defects) BGB.

(6) Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to their intended use.

§10 Place of fulfilment, place of jurisdiction, partial invalidity

(1) The place of fulfilment for all obligations arising from the contractual relationship is our registered office. The exclusive place of jurisdiction for all legal disputes, including in the context of a bill of exchange or cheque process, is our registered office and thus Rheinbach , Germany.

(2) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of all other provisions and agreements between the Contractor and the Customer.