



General Terms and Conditions

1. Validity

- Our present and future business relations are exclusively governed by our General Terms and Conditions unless otherwise agreed in writing in individual cases.
- Deviating declarations and terms and conditions of the buyer are hereby expressly contradicted. These shall not be recognized even if we do not expressly contradict them again after receipt by us.
- Deviations from these General Terms and Conditions of Sale and Delivery require our express written approval.

2. Subject terms of contract

2.1 Offer and order confirmation

- Our offers are subject to change and non-binding. An order shall not be deemed accepted until we have confirmed its acceptance in writing. In the event of immediate delivery by us, however, the written order confirmation may be replaced by our invoice.
- All agreements, subsidiary agreements and contract amendments must be made in writing. Verbal or written promises which deviate from the contractual conditions require the written consent of our executive bodies or authorized signatories in the number authorized to represent us in order to be effective.

2.2 Prices

The prices which we have confirmed in writing shall apply. Any cost increases occurring after this confirmation up to the time of delivery (raw material prices, wage costs, etc.) entitle us to increase the prices within the scope of this increase. Prices for individual items of an offer shall only be valid if the total order for this offer is placed. Discounts, bonuses, goods credits, etc. granted shall be calculated from the net prices (excluding value-added tax). In order to check whether deliveries within the territory of the European Union can be made VAT-free, we require the following from the customer:

- value added tax identification number;
- the name and address of the customer;
- the destination of the delivery, and
- the supply of all documents necessary for proof of an exempt supply within the European Union. In the event that we are burdened with an additional VAT payment due to incorrect and/or incomplete information from the customer, we shall be entitled to charge this amount to the customer. If the inaccuracy and/or incompleteness of the information is due to the fault of the customer, he shall be obliged to pay us damages.

2.3 Illustrations, drawings, brochures, promotional literature, etc.

The illustrations, drawings, brochures, advertising material, lists, etc. relating to our products and the information contained therein are only approximate unless they are expressly designated as binding.

3. Fulfilment of contract

3.1 Delivery time

If in individual cases we ourselves are not supplied properly or on time by our suppliers - for which we are not responsible - we shall not be in default. We shall also not be in default as long as a delivery or service is prevented without our intent or gross negligence due to disruption of the operating procedures, failure or delay of transport companies or due to traffic obstructions or official orders, such as import or export regulations. We shall also not be in default as long as a delivery or service is delayed or prevented due to force majeure such as strike, lockout, war, official intervention, shortage of energy and raw materials, operational impediments through no fault of our own, e.g. fire, water and machine damage, etc. We shall be released from the obligation to deliver and perform in the event of not only short-term operational disruptions or other temporary impediments to performance due to the aforementioned circumstances.

3.2 Shipment / dispatch

The delivery takes place on account and risk of the customer. If free delivery has been agreed, the risk shall pass with the arrival of the vehicle before the delivery address to ground level or at the place which can reasonably be reached with the vehicle. The customer is obliged, as far as this is technically necessary, to provide the employees and equipment required for unloading. If we are exceptionally commissioned by the purchaser to dispatch the goods, we reserve the right to choose the place and route of dispatch. If additional costs arise as a result of special dispatch requests by the purchaser, these shall be borne by the purchaser. The risk shall pass to the purchaser as soon as we have delivered the goods to the forwarding agent, the carrier or any other person or institution designated by us to carry out the shipment. Partial deliveries are permissible within the framework of the statutory provisions. They are regarded as independent deliveries. The delivery is to be checked immediately upon receipt for completeness and flawlessness. Delivery dates and delivery periods, which can be agreed as binding or non-binding, must be in writing. Results of force majeure entitle us to postpone delivery for the duration of the hindrance or a reasonable start-up period. Strikes, lockouts, war, blockades, export and import bans, shortages of raw materials and energy, fire, traffic stoppages, disruptions of operations or transport and other circumstances for which we are not responsible shall be deemed equivalent to force majeure, regardless of whether they occur at our premises, at those of our suppliers or at those of a subcontractor. If delivery becomes impossible or unreasonable due to the aforementioned events, we shall be entitled to withdraw from the contract. Our customer may demand a declaration from us as to whether we intend to deliver or withdraw within a reasonable period of time. If we do not make such a declaration within a reasonable period of time, the customer may withdraw from the unfulfilled part of the delivery. We are entitled to take out transport insurance at the customer's expense. Damage reports are to be made immediately upon receipt of the goods and confirmed in writing immediately and conclusively according to type and scope. Goods delivered by us shall only be taken back in perfect condition in the closed, unopened original container and only after prior written agreement with us, with carriage paid return. For goods taken back voluntarily, at least 15% of the costs will be credited. The return of custom-made products or goods specially procured at the request of the customer is excluded.

4. Reservation of proprietary rights

- Our deliveries shall remain our property until all our claims arising from the business relationship have been paid in full. In the case of a current account, the reserved property shall be deemed security for our balance claim.
- The processing of delivered products takes place for us excluding the acquisition of ownership according to § 950 BGB (Civil Law Code), without obliging us. The processed product serves as our security in the amount of the invoice value of the reserved goods.
- In the event of processing with other goods not belonging to us by the purchaser, we shall be entitled to co-ownership of the item in proportion to the value of the reserved goods to the other processed products at the time of processing. The new item resulting from the processing shall be deemed to be reserved goods within the meaning of these terms and conditions.
- The buyer may only resell the reserved goods subject to the proviso that the claim from the resale is transferred to us. This claim is already now assigned to us; it serves as security in the amount of the value of the reserved goods sold in each case.

- In the event of conduct on the part of our customer in breach of contract, in particular default in payment, we shall be entitled to take back the reserved goods. The taking back only constitutes a withdrawal from the contract if we expressly declare this.
- If the value of the securities existing for us exceeds our claims by more than 10% in total, we shall be obliged to release securities of our choice at the buyer's request.

5. Warranty

- The warranty for goods delivered by us is limited to the delivery according to the description in the order confirmation. Unless a longer warranty period has been agreed in individual cases, the warranty period shall be 6 months and shall commence on the date of delivery.
- Changes in the composition and / or design which do not impair the functionality or the value of the delivery item as well as reasonable minor deviations in the composition shall not entitle the customer to give notice of defects.
- Notices of defects or complaints regarding missing quantities or incorrect deliveries must be made immediately and with precise details of the goods and must be received in writing by the seller within 8 days of acceptance or receipt of the delivery at the latest or, in the case of hidden defects, within 14 days of their discovery at the latest. If the customer does not comply with these obligations, the delivered goods shall be deemed approved.
- A warranty shall be excluded if the defect complained of is due to improper handling or if our application or processing guidelines and instructions have not been observed by the customer during application or processing or if the customer carries out subsequent improvement without our prior written consent or has such improvement carried out by third parties.
- In the event of justified and timely notification of defects, we shall, at our discretion, either repair the goods complained of or deliver a replacement free of charge. Should our repair or replacement delivery fail, the customer may, at his discretion, demand a reduction in payment or rescission of the contract.
- The above provisions conclusively contain the warranty for our goods. In particular, the customer shall only be entitled to claim damages for defects of the goods - irrespective of the legal basis, whether contractual, quasi-contractual or non-contractual - if our legal representatives, executives or vicarious agents are guilty of intent or gross negligence. We shall only be liable for negligent conduct on the part of our legal representatives, executive employees and vicarious agents if a cardinal obligation has been breached. Our liability for gross negligence is limited to the foreseeable damage. This exclusion of liability also applies to any personal liability of our legal representatives and employees. However, it does not apply to the characteristics of § 459 subs. 2, § 480 subs. 2 BGB (Civil Law Code), warranted by us.

6. Liability

- Subject to sentence 2, our contractual and statutory liability (e.g. for non-performance, impossibility, culpa in contrahendo at or prior to conclusion of the contract, positive breach of contract, defects in title, tort, compensation among joint and several debtors, etc.) shall be limited to intent and gross negligence on the part of our legal representatives, our executive employees, our vicarious agents and our vicarious agents. We shall only be liable for negligent conduct of our legal representatives and our vicarious agents if a cardinal obligation has been breached. In any case, our liability for damages shall be limited to the proven damage, however, at most to 10% of the invoice amount of the goods delivered by us, unless intent and / or gross negligence have occurred or a warranted characteristic is missing.
- The buyer shall decide on the use of the delivered product on his own responsibility. Unless we have expressly warranted specific properties or suitability of the products for a contractually specified purpose, technical advice or information on the use of the products, although given to the best of our knowledge, shall in all cases be non-binding. Nor does it release the purchaser from his own examination, if necessary by sample processing. We shall also be liable in accordance with Section 6.1 for any advice given or omitted which does not relate to the properties and usability of the product supplied.

7. Default of payment / set-off / retention

- If the agreed payment deadlines are exceeded and our customers otherwise act in breach of contract, we shall be entitled to the following rights in the event of default or after notice of default has been given:
 - to withdraw from all contracts and to demand damages for non-performance, to assert our reservation of title, to take possession of delivered goods, to demand securities and to realize securities provided, to make all outstanding payments due and to execute outstanding deliveries only against advance payment,
 - to charge interest on arrears on the due date of at least 3% via Bundesbank discount and
 - to assert further damage caused by default.
- The buyer waives the assertion of his right of retention from earlier or other transactions of the current business relationship. The set-off of counterclaims is only permissible to the extent that they are undisputed or have been legally established.

8. Concluding provisions

- All legal relationships and legal acts in the relationship between us and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the Uniform Hague Laws on the Sale of Goods and on the Conclusion of Contracts for the International Sale of Goods as well as any other intergovernmental agreements incorporated into the laws of the Federal Republic of Germany in the future.
- The place of performance for our deliveries shall be the respective place of dispatch; the place of performance for payments shall be Oberlichtenau. The courts responsible for our company headquarters in Oberlichtenau are exclusively responsible for all disputes between us and our customers, including bill of exchange and cheque processes. However, we are also entitled to appeal to the courts responsible for the place of business of our customer or its responsible branch.
- If in the contract or in its conditions or a provision incorporated in the future should not be legally effective or not feasible in whole or in part or should lose its feasibility later, this shall not affect the effectiveness of the remaining provisions of the contract. The same shall apply if it should turn out that the contract contains a loophole. Instead of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes closest to what the contracting parties intended or would have intended according to the spirit and purpose of the contract if they had considered the point at the conclusion of the contract or at the later inclusion of a provision. This shall also apply if the invalidity of a provision is based on a measure of performance or time (deadline or date) stipulated in the contract, in which case a legally permissible measure of performance or time (deadline or date) that comes as close as possible to the intended shall be deemed agreed.