

General Terms and Conditions



1. General Provisions

- 1.1. Our General Terms and Conditions are applicable to all our deliveries and services. Any other provisions require prior written approval.
- 1.2. All our offers are subject to confirmation and not binding for any repeat orders. We reserve the right in regard to technical improvements and legally required modifications of our products.
- 1.3. Orders are deemed accepted when confirmed in writing by us or the delivery has taken place.
- 1.4. Our representatives are not authorized to negotiate any supplementary agreements, reservations, modifications or amendments to any contracts that are not in line with the present provisions or from the respective current price list. Such agreement requires written confirmation on our part.
- 1.5. In case individual provisions of these Terms and Conditions or the respective contract are not valid in part or in full, the validity of the remaining provisions of this General Terms and Conditions shall not be affected.

2. Delivery

- 2.1 In case the object of delivery has left dispatch or the availability for dispatch has been announced, the delivery time shall be deemed as complied with.
- 2.2 The delivery time will be prolonged appropriately in case of labour dispute, especially strikes and lockouts. This applies also if such disputes occur in relation with our sub-contractors and transport companies. In case such circumstances prevail for a time frame of more than four weeks, both parties to the contract shall have the right to withdraw from the contract.
- 2.3 A partial delivery shall be allowed at any time.
- 2.4 The acceptance of any returned goods on our part shall not be deemed a withdrawal from the contract. Any costs arising thereof, such as storage and transportation, etc., shall be borne by the customer.

3. Dispatch, Risk Transfer, Transport Damages

- 3.1 Within the Federal Republic of Germany, our deliveries are effected in standard packaging. Any special requests on part of the customer (e.g. delivery to a different direction than the one of the customer, speed delivery, special packaging, sub-contracting of a special transport company) will be considered if presented in writing. Any additional costs arising thereof shall be borne by the customer.
- 3.2 The risk shall be transferred to the customer when the goods have left our dispatch, irrespective of whether we bear the transport costs or not.
- 3.3 We are liable for any transport damages within our responsibility or that of the transportation company contracted by us within eight days and under presentation of proof thereof. The proof is deemed appropriate when sent in form of a written damage report in compliance with the provisions of the respective transportation company and when respective confirmation is included.

4. Price, Payment, Offsetting



- 4.1 Our prices are net prices; the respective VAT must be added.
- 4.2 Insofar not agreed otherwise, payment is due within 10 days minus 2 per cent cash discount or net within 30 days.
- 4.3 Payments are deemed as effected at the day we can freely dispose of such amount.
- 4.4 Insofar acceptance shall be subject to the common reservations. Discounts and collection costs shall be borne by the customer. We do not accept letters of exchange.
- 4.5 In case of delayed payment and subject to further rights, default interests in the amount of 5 per cent above the respective discount interest rate of the German Federal Bank shall be due.
- 4.6 In case of payment stops or the initiation of liquidation proceedings, all our accounts receivable shall be due with immediate effect, including those cases where terms of payment has been extended.
- 4.7 Offsetting through the customer is only possible with undisputed or duly recognized accounts receivable.

5. Reservation of Title, Security

- 5.1 The delivered goods remain our property until payments have been made in full, including all supplementary costs (e.g. cheque costs, costs for financing, interests) and any other accounts receivable (e.g. cheque costs, costs for financing, interests) or any other claims against the customer from earlier business transactions, especially the settlement of any open account payable by the customer, even if the purchase price for especially designated claims has been settled. For open accounts, the reservation of title therefore shall be deemed a security for payables resulting from open accounts and shall be lapsed with every settlement of account.
- 5.2 Any goods with reservation of title must not be pledged or transferred as a security, but can be disposed of in the regular course of a business transaction under the condition, that no non-assignment clause is applicable in regard to the relation between the customer and his client. In case that goods are pledged, damaged, lost or in case of any other infringement endangering our rights or right of disposal, the customer shall notify us immediately.
- 5.3 In addition, the customer is only entitled to dispose of such goods, if a reservation of title is agreed upon for the re-sale. At this point of time, the customer already waives all future rights in regard to the purchase price to the amount of the invoice value of our delivery. In case the reserved goods are sold in connection with other goods that are not our property, the customer waives his claims towards his clients to the amount of our invoice value at the time, when the individual orders are effective. The waiver applies to any accounts receivable, when the customer settles the amount through an open account with the respective client. We herewith accept the assignment.

The customer is entitled to collect any claims resulting from the re-purchase until our cancellation; the latter only admissible if the customer does not comply with the obligations resulting from our contract. In case of cancellation, the customer is obliged to submit all necessary documents in regard to the waived rights and give all necessary information. Especially, the name and addresses of the debtors of the assigned claims shall be presented; we are entitled to announce the assignment of the claim on behalf of the customer.

5.4 With the full settlement of all our claims from the business transactions, the title of the goods under reservation of title shall be transferred to the customer immediately, and the customer shall be entitled to any assigned claims.



6. Defects

6.1 Any complaints on grounds of visible defects or on grounds of visibly incomplete or incorrect deliveries shall be made within 8 days after receipt in writing.

6.2 Any other defects shall be reported in writing immediately after discovery.

6.3 In case of delayed notification regarding complaints or defects, the delivery shall be deemed as accepted.

7. Warranties

7.1 We reserve the right in regard to modifications in construction or design, which do not affect the functionality or the value of the goods. These do not give way to complaints.

7.2 Any aforementioned claims shall fall under the statute of limitation after six months after delivery.

8. Other Claims

8.1 If not stated otherwise in these provisions, any claims on part of the customer, especially those in regard to positive violation with the contract or faults during the finalization of the contract, insofar liability is not prescribed by law, shall be excluded.

9. Place of Performance, Jurisdiction

9.1 Place of performance is Olpe.

9.2 The competent courts of Olpe shall be responsible for any present or future dispute arising from business relations with merchants including claims arising from cheques and letters of exchange.

9.3 The same applies, if the customer does not have a place of jurisdiction within Germany, transfers domicile after finalization of the contract abroad or has no habitual residence in Germany or the domicile or habitual residence is not known at the time of commencement of an action.