

General sales and delivery conditions

- General:** The following conditions are based on all our offers, sales and deliveries. The orderer accepts these conditions, also for future business. Conflicting conditions of the customer, which we do not expressly acknowledge in writing, are not binding for us, even if we do not expressly disagree. In the case of invalidity of individual contractual agreements or conditions, the contract remains binding in its other parts.
- Offer:** Our offers are non-binding, also with regard to the quotation. The nature and extent of the purchase will be specified in the order confirmation. If an order confirmation is not issued in individual cases, our delivery note must be regarded as such.
- Prices:** The prices are valid ex works, without freight, packaging, customs and import costs. The packaging will be charged at cost. If freight and public duties have been agreed as included in the price and these change after order confirmation, then we are entitled to demand an adjustment of the price. This also applies to increases in wages, material and other cost factors. The prices are in Euro, plus VAT.
- Delivery time:** The specified delivery time is considered approximate. It begins upon receipt of all documents required for the execution of the order and any advance payment to be made. If a specified delivery time is not met, then the orderer can withdraw from the contract after expiration of a reasonable period of grace. Claims for damages, contractual penalties and other claims due to delayed delivery or non-fulfilment are excluded. Partial deliveries are permitted. We reserve the right to exceed or undercut the order quantity ordered for quantities up to 100,000 pieces up to 20% for larger quantities up to 10%.
For call orders, the acceptance period for the entire quantity is no later than 6 months after the date of our order confirmation. The individual calls are to be issued at least 4 weeks before the desired delivery. If the customer does not retrieve until the expiration of the call period, then we can choose between fulfilment and resignation from the contract. Any claims for damages are unaffected. Due to events of force majeure at our company or our subcontractors, the delivery period is extended by the duration of its existence plus a reasonable start-up time. If required by the circumstances, we are also entitled in such cases to withdraw from the contract in whole or in part. Acts of God are equivalent to official interference, strikes, lockouts, accidents, unpredictable production difficulties, lack of supply of raw materials and energy and other cases that make delivery difficult or prevent it. If we cannot send without own fault, then with the timely notification about the readiness for dispatch the delivery time is considered as kept.
- Passage of risk:** By proper handover of the goods to the carrier, the risk passes to the customer. This also applies to deliveries at destination. Pick up by the orderer and delivery with own vehicle. We only take out insurance against damage of any kind if the customer expressly demands it and bears the costs for it. Recognizable defects in the delivered goods do not relieve the ordering party of its obligation to accept. Existing warranty claims remain unaffected.
- Payment:** our bills are payable with 3% discount on prepayment, with 2% discount if payment is made within 10 days of the invoice date. The discount is granted on the value of the goods excluding incidental costs. This deduction is only possible if all previously due receivables have been paid. Within 30 days of the invoice date, the invoice amount is to be paid without discount. Exceeding the payment deadline puts the orderer into default of payment even without special reminder. In this case, we are entitled to demand default interest of 3% above the respective discount rate of the Deutsche Bundesbank plus value added tax. By special agreement, we can accept three months' acceptance, calculated from the invoice date, on the condition that our bank immediately discount the bill of exchange. All associated costs such as discount, commission and bill of exchange tax are to be borne by the purchaser and to be paid by the purchaser immediately upon deduction. In the event of default or substantial deterioration of the purchaser's assets, we are entitled to demand advance payment for outstanding deliveries and, after a reasonable period of payment, from existing contracts for Payment period of existing contracts, or to demand compensation for non-performance upon refusal of delivery. With counterclaims not recognized by us, the customer can neither offset nor assert a right of retention on account of these claims.
- Retention of title:** The ownership of the delivered goods shall only be transferred to the customer after full payment of all existing and future claims arising from the entire business relationship. This retention of title also extends to the new item which has arisen through processing of the reserved goods or their connection with other items. If the goods subject to retention of title are processed with items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the reserved goods to the value of the remaining goods at the time of processing or connection. The customer undertakes to keep these goods for us with due commercial care. As a precaution, the customer hereby assigns to us his purchase price claims from the resale of the reserved goods with all ancillary rights; We accept the assignment. If the reserved goods are resold together with other goods, the advance assignment shall only apply in the amount of the invoice value of our reserved goods. If a third party acquires the sole ownership of the new item, the customer hereby assigns to us his claims against the third party in the amount of the value of the reserved goods for the new item. The customer is entitled to collect the assigned claims as long as he fulfills his obligations to us or does not fall into financial collapse. On request, however, the purchaser is obliged to give us an individual declaration of assignment to surrender third-party debtors and to indicate the assignment. If the value of the securities exceeds the claims to be secured by more than 25%, then we are obliged on request to release the part to the customer who exceeds the securities to which we are entitled. The purchaser must inform us immediately about foreclosure measures by third parties regarding the reserved goods or the claims assigned in advance and hand over to us the documents required for an intervention. The costs for interventions are borne by the customer.
- Liability for defects:** The samples submitted by us to the customer for inspection are decisive for the quality and execution of the goods. If no samples were submitted, then the specification of the goods made by us in writing shall apply. Claims for defects are to be issued without delay in the case of defective delivery or in the case of absence of expressly warranted characteristics without delay, at the latest within 10 days after receipt of the delivery at the place of destination, otherwise the goods shall be deemed approved. In case of substantiated notice of defects, we will provide replacement free of charge by rectification or replacement. If we remain inactive despite a reasonable grace period to be set by the purchaser or if the rectification or new delivery fails, the purchaser may demand a change or reduction. Further claims of any kind, in particular for compensation of lost profit or replacement of consequential damages, are excluded. This does not apply if we are able to prove intent or gross negligence. The replaced goods become our property and are to be returned on request at our expense. Any reworking without our written consent will result in the loss of all claims for defects.
- Intellectual property rights:** If we have to deliver objects according to drawings, models or samples which are handed over to us by the customer, he shall assume the guarantee to us that the production and delivery of the objects does not infringe the intellectual property rights of third parties. In this respect, the purchaser releases us from third party claims. If the production or delivery by a third party is prohibited on the basis of a property right belonging to us, we are entitled without obligation to examine the legal situation to stop the work and to demand compensation for the costs incurred.
- Drawings and samples:** Drawings or samples sent to us will only be returned on request. If no order is made, we are entitled to destroy these 3 months after submission of the offer.
- Place of fulfillment and place of jurisdiction:** Place of performance for all deliveries and payments is Holzminden. The place of jurisdiction for all disputes arising from business relations is Holzminden. At our discretion, we may also sue at the customer's headquarters. It is only the law of the Federal Republic of Germany.