

General Terms and Conditions of Sale

1. General – Scope

- (1) The terms and conditions of sale are valid exclusively, no terms and conditions of the buyer that contradict or differ from the terms and conditions of sale will be recognised except if the seller has agreed to their validity in writing. The terms and conditions of sale remain valid if the seller executes the delivery to the buyer without reservation despite having knowledge of terms and conditions of the buyer that contradict or differ from the terms and conditions of sale.

2. Orders

- (1) The order is considered to have been tacitly accepted if it is not refused within 14 days of the order date. The acceptance of the order is undertaken on condition of delivery to the seller and the possibility of delivery.
- (2) Modifications or additions to a contract are only valid if they are confirmed by the seller in writing.

3. Place of fulfilment, delivery, and acceptance

- (1) The place of fulfilment for all performances resulting from the delivery contract is the location of the trading establishment of the seller. The delivery of the goods is carried out from the domestic warehouse. These shipping costs are paid by the buyer. The buyer can determine the carrier. The goods are to be sent uninsured. It is possible to agree dispatch advice. If the delivery is carried out from the external warehouse then a fixed warehouse fee can be charged.
- (2) Packing costs for special packaging are paid by the buyer. Sorted shipments and partial shipments in the case of goods that are sold as combinations must be carried out promptly and must be announced in advance. Unsorted shipments are only admissible with the approval of the buyer.
- (3) Where a delivery for the dates given in the order is not possible for reasons for which the seller is not responsible, in particular as a result of late delivery to the seller or a case of force majeure such as e.g. war, strike, epidemic, production stoppages, official sanctions in the country of export or receipt, refusal of import and export licenses, changes to import or export regulations after conclusion of the contract then compensation claims are excluded on the grounds of non-performance of or delay in delivery.
- (4) Claims by the buyer for compensation in place of performance are limited to foreseeable damage for non-performance of delivery with gross negligence on the part of the seller. In the case of simple negligence corresponding claims for compensation are excluded.
- (5) If the seller defaults for reasons for which he or she is not responsible then liability for compensation damage caused by delay is excluded in the event of simple negligence.
- (6) If the buyer defaults on the acceptance of the purchased objects or if he or she violates another duty to cooperate then the seller is entitled to demand the resulting damage including any additional expenses. If the seller is still in possession of the goods then he or she is entitled to dispose of them following an extension period set for the buyer at the cost of the buyer; the buyer is liable to the seller for all resulting losses, damages, and costs.

4. Transfer of risk, insurance, shipping, other costs

- (1) The seller will deliver unpaid ex warehouse, where nothing is agreed to the contrary.
- (2) It remains the responsibility of the buyer to arrange transport insurance for transportation damage.

5. Notification of defects, warranty

- (1) The offer sample is valid on the basis of the quality standard within the standard commercial tolerances.
- (2) The warranty rights of the buyer require that he or she has complied properly with the obligation to examine or complain in accordance with § 377 HGB (German commercial law). Complaints concerning apparent faults must be asserted in writing within 6 days of delivery of the goods at the point of destination, complaints concerning hidden faults immediately upon discovery.
- (3) For defects in the purchased item the warranty claims of the buyer are limited to the right to supplementary performance. However the buyer is entitled to make a deduction if the supplementary performance is unsuccessful or to withdraw from the purchase contract.
- (4) The seller is liable for all damage to the buyer resulting from personal injury or damage to the life or health of the buyer. The seller is liable for other damages in the event of gross negligence. The seller is not liable for other damages in the case of simple negligence. There is no liability for damages to property that is not to the subject of delivery itself or for loss of profit or other damages to assets in the event of simple negligence.
- (5) The warranty period is one year, calculated from the transfer of risk. This period is a period of limitation and is also valid for claims for compensation for consequential damages, where no claims have been asserted on the basis of wrongful acts.
- (6) Where the liability of the seller is excluded or limited this is also valid for the personal liability of the employees, factory workforce, staff members, legal representatives, and agents of the seller.

6. Terms of payment

- (1) The invoice will be produced dated on the date of delivery or the provision of the goods. A delay to the due payment date (payment fixing) is excluded in principle.
- (2) Invoices are payable within 30 days net, without deductions.
- (3) Payments are always used to settle the oldest payable account plus any due default interest. The postmark date is always decisive for the date of payment processing. For bank transfers the day before the bank credits the seller is valid as the date of payment processing.
- (4) Setoff rights can only be granted to the buyer if his or her counterclaims have been established as final, are undisputed or have been accepted by the seller. Otherwise he or she is only entitled to exercise a right of retention to the extent that his or her counterclaim is based on the same contractual relationship.
- (5) The seller is not obliged to make any further delivery from any other current contract before the full payment of due invoice amounts plus interest. The assertion of damages caused by default remains reserved.
- (6) In the event of default of payment by the buyer or in the event of imminent insolvency or other important deterioration in the financial circumstance of the buyer the seller can demand payment in cash prior to delivery after setting an extension period of 12 days for outstanding deliveries in a current contract under discontinuance of the term of payment or can withdraw from the contract or can claim compensation.

7. Retention of title

- (1) The seller retains ownership of the purchased goods until all payments resulting from the business relationship with the buyer are received. Where the seller agrees payment of the purchase price debt on the basis of a cheque/note payment procedure this retention also extends to the encashment by the buyer of the bill of exchange accepted by the seller and is not cancelled by the crediting of the received cheque to the seller.
- (2) The buyer is obliged to look after the purchased goods for as long as they are the property of the seller; in particular he or she is obliged to insure the same sufficiently at the new value against damage by fire, water, and theft at his or her own cost.

- (3) In the case of attachments and other interventions by third parties the buyer must notify the seller immediately in writing so that he or she can file a suit in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to compensate the seller for the judicial and extra-judicial costs of a suit in accordance with § 771 ZPO (German Code of Civil Procedure) the buyer is responsible for the loss incurred to the seller.
- (4) The buyer is entitled to sell on the purchased goods in the ordinary course of business; he or she already assigns to the seller all claims to the amount of the final invoice amount (including VAT) arising from onward sale against his or her purchaser or third party. The seller remains entitled to this demand even after assignment. This does not affect the authority of the seller to collect the claim. The seller undertakes not to collect the claim as long as the buyer meets his or her obligations resulting from the proceeds collected, does not default and in particular if no application is filed for the initiation of insolvency proceedings or any cessation of payment is in place. However if this is the case then the seller can demand that the buyer notifies him or her of the assigned claims and the corresponding debtors, provides all the necessary information for a collection, submits the corresponding documentation, and informs the debtors (third parties) of the assignment.
- (5) The processing or modification of the purchased item by the buyer is always undertaken for the seller. If the purchased items are processed with other objects that are not the property of the seller then the seller will acquire joint ownership of the new objects in ratio to the value of the purchased items to the other, processed items at the time of the processing. The same is valid for the object created by the processing as for the purchased items that were delivered under reservation.
- (6) The seller undertakes to release the securities to which he or she is entitled at the demand of the buyer if the value of the securities exceeds the demands that need to be secured; the selection of the securities to be released is the responsibility of the seller.

8. Court of jurisdiction

- (1) If the buyer is a merchant then the court of jurisdiction is Hamburg. Otherwise the court of jurisdiction is a place (also for bill or cheque claims) chosen by the plaintiff as the location of the business establishment of one of the parties or the headquarters of the trade or cartel organisation responsible for the supplier (place). The court that is first seized is responsible.

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