General terms of sale and purchase

§ 1 General, area of application

(1) The present general terms of sale and purchase are valid for all our business relations with our customers (consecutively: contracting party). The general terms of sale and purchase are only valid if the contracting party is an entrepreneur (§ 14 German Civil Code), a corporate body under public law or a special property under public law.
(2) The general terms of sale and purchase are particularly valid for contracts for sale and delivery of goods and chattels (consecutively also: goods); in case of when we are the seller, irrespective to the fact if we produce the goods ourselves or purchase them from a supplier (§§ 433, 651 German Civil Code).
The General terms of sale and purchase are valid in their respective copy as a general agreement for henceforth contracts for sale and delivery of goods with the same contracting party, without us having to refer to them in every particular case; we will inform the contracting party immediately if any changes of the terms are made.
(3) Our general terms are valid exclusively. Differing, conflicting or supplementary general terms and conditions of our contracting party are going to be only and insofar part of the contract as we have explicitly agreed on these. This approval requirement is valid in every case, e.g. as well as in the case that we have knowledge of the general terms and conditions of our contracting party and effect delivery without reservation.
(4) Individual agreements with the contracting party (including supplements, amendments and changes) which are made in particular cases take priority over these general terms of sale and purchase in every case. For Concerning the content of such agreements iseither a written contract or rather our written confirmation is decisive.
(5) Legally relevant declarations and notifications which the contracting party makes towards us after the conclusion of contract (e.g. appointments of dates, notices of defects, declarations of demission or reduction) have to be made in writing for their effectivityto be effective.
(6) Indications to the legal prescriptions only have a clarifying relevance. Even without such a clarification, the legal prescriptions are valid unless they have no't been directly changed or are explicitly excluded from by these general terms of sale and purchase.
(7) In case of sale to the contracting party (conditions Terms of sale) §§ 1-9 and § 11 are valid; in case of purchase from the contracting party (conditions Terms of purchase) § 1, 10 and 11 are valid.

§ 2 Conclusion of the contract

(1) Our offers are without engagement and non-binding. This is also valid forif we have provided any catalogues, technical documentation (e.g. drawings, schemes, calculations, quotations, references to DIN-standards), other product descriptions or documents, also in electrical form which we provided ourthe contracting party with and on which we reserve property and copy rights.
(2) When the contracting party places an order for goods, this is to be considered as a binding contractual offer of contract. Unless nothing else arises from the order, we are entitled to accept this contractual offer of contract within one week after receipt.
(3) The acceptancetion can be made in writing (e.g. with by an order confirmation) or with by delivery of goods to the contracting party.

§ 3 Term of Delivery and delay in delivery

(1) The terms of delivery will be agreed on individually or rather will be indicated by acceptancetion of order. Provided that this is not the case, term of delivery is about two weeks after conclusion of the contract.
(2) In case we are not able to keep a binding term of delivery due to reasons we do not account for (unavailability of goods) we will inform our contracting party immediately and at the same time give a new estimated term of delivery.
If the goods are not even available within the new term, we are entitled to resign from the contract totally or in parts; already effected considerations of the contracting party will be refunded immediately.
As a case of unavailability of goods to this effect is to be considered notably the delayed delivery by our suppliers if we concluded a matching cover substitute transaction, when neither our supplier nor we can be blamedare culpable or when, in individual cases, we are not bound to purchase.
(3) The occurrence of delay in delivery is determined by the legal standards. In every case a reminder from the contracting party is necessary. If we get into delay of delivery, our contracting party is entitled to demand trivialised replacement for the damage for delayto liquidated damages. The damage allowance is 0.5 % of the net price (delivery value) for every complete calendar week, in total however 5 % at most of the delivery value of the delayed goods.
We reserve the right to prove if the contracting party has incurred any damage at all or a significantly lower damage as the preceding allowance.
(4) The rights of the contracting party according to § 8 of these general terms of sale and purchase and our legal rights, especially the exclusion of liability (e.g. due to impossibility or unacceptability of service and/or supplementary performance) remain unaffected.

§ 4 Delivery, passing of risk, absorptionacceptance test, default of acceptance

(1) Delivery is effected ex stock which is also the place of performance. By request and at the expense of the contracting party, the goods will be delivered to a different place of destination (sale by delivery). Unless nothing else is declared, we are entitled to decide on the mode of transport (especially forwarding agent, despatch route, packaging) ourselves.
(2) The risk of accidental perishing and deterioration of the goods is transferred with handing over to the contracting party at the latest. Wit hIn case of a the sale by delivery however, the risk of accidental perishing and deterioration of the goods as well as the risk of delay is already transferred when the goods are dispatched to the freight forwarder, forwarding agent or any other person or institution entitled for delivery with dispatch of the goods. As far as only one absorption is arrangedIf an acceptance test is agreed upon, this one is decisive for the passing of risk. For the rest,Apart from that the legal standards of law applicablelaws applicable to work contracts s apply correspondingly accordingly for one arranged absorptionto the acceptance test which the parties agreed upon. If the contracting party is in default of acceptance this is equivalent to tThe transfer or rather the acceptance is the same if the contracting party is in default of acceptance.
(3) If the contracting party gets into default of acceptance, desists an action of assistance or our delivery is delayed due to other reasons which the contracting party is responsible for, we are entitled to claim replacement for herefrom emerging damages including additional expenses (e.g. storage costs). Therefor we charge an overall consumption to the amount of 10 % of the net value, beginning with the time of delivery or – for lack of a time of delivery – with the notification of readiness for shipment of the goods.
The proof of a higher damage and our legal demands (especially replacement of additional expenses, suitable compensation, cancellation) remain unaffected; the allowance has to be added deducted from to further money claims. The contracting party is allowed to prove that we have suffered no damage or a reasonably lower damage than this allowance.

§ 5 Prices and terms of payment

(1) Unless agreed on differently in single cases, our, at the moment of the conclusion of the contract effective prices are valid which are ext stock plus legal tax on salesvalue added tax.
(2) At a sale by delivery (§ 4 para 1) the contracting party pays all transport costs ex stock plus the costs of a transport insurance in case he requested one. Possible customs duties, fees, taxes and other public dues have to be paid by the contracting party. According to the regulation on packaging we do not take back transport packing or any other packaging as they become property of the contracting party; excluded from this are palettes.
(3) The purchasing price is due and to be paid within 10 days from date of invoice or rather acceptance testabsorption of the goods. When contracts have a value of more than 1000.00 EUR, we are entitled to demand a deposit of 50 % of the purchasing price. The deposit is due and to be paid within 10 days from date of invoice.
(4) With expiration of the preceding payment terms the contracting party gets in default. The purchasing price shall bear the respective valid legal default interest rate during the default. We reserve the right to claim further damage caused by the default. Adverse merchantsIn case the contracting party is trader in terms of German Commercial Code, our right to theto claim commercial maturity interest (§ 353 German Commercial Code) remains unaffected.
(5) The contracting party is entitled to set-off rights or the right of retention, insofar as his claim is legally binding or undoubted. In case of defects of the delivery, the rights of the contracting party remain unaffected, especially according to § 7 para 6 phrase 2 of these general terms of sale and purchase.
(6) If, after the conclusion of the contract, it becomes visible that our claim on the purchasing price is endangered due to lacking effectiveness ability to pay of the contracting party (e.g. because of request to open an insolvency proceedings), within the scope of the law we are entitled, by legal prescriptions, to the right to refuse performance and, if necessary after a deadline, to rescind from the contract (§ 321 German Civil Code). In case of contracts over production of unwarranted things (individual production) we can announce declare the rescission immediately; the legal regulations about the expendability dispensability of the deadline remain unaffected.

§ 6 Reservation of property rightsRetention of title

(1) Up o full payment ofUntil all our current and future claims out ofconcerning the contract of sale and ongoing business relationships (secured claims) are paid, we reserve the right of property title of the sold goods.
(2) The goods under reservation of property rightssubject to retention of title may neither be pledged to a third party nor assigned as collateral before full payment. The contracting party is bound obliged to inform us immediately in written form if and as far as a third partyy hass access to to the goods belonging to us.
(3) In case of behaviour of the contracting party which is contrary to the contractbreaches the contract, especially by non-payment of the due price of sale, in accordance with the law we are entitled to rescind, after legal prescriptions, from the contract or/and demand reclaim the goods due to rights of propertysubject to retention of title. The demand of withdrawalreclaiming itself does not contain theis not the explanation declaration of rescission; we are furthermore entitled to merely demand reclaim the goods and reserve the right to rescind. If the contracting party does not pay the due price of sale, we are only allowed to enforce these rights when we gave set a reasonable deadline to the contracting party without success or such a deadline is not necessary after legal prescriptionsaccording to the law.
(4) The contracting party is authorised to dispose and /or process the goods subject to retention of titleunder reservation of property rights within an orderly business process. In this case the following regulations apply.
(a) The reservation of property rightsretention of title extends also to products which are manufactured by the through processing, mixing or compensationosing with developingthe Goods to their full value, as we are considered as manufacturer. products to their rights of property remain.; In case the property rights of a third party remain unaffected in spite of the processing, mixing or composing we get joint ownership in relation to the invoice value of the processed, mixed or composed goods. For the developing manufactured products applies incidentally the same as for the goods subject to retention of titledelivered under reservation of property rights.
(b) The contracting party transfers assigns by way of security the claims arising from resale of the goods or products against third parties to us already now, from resale of the goods or products, arising claims towards third parties to us already now, in total or rather in the amount of our possible assignment. quota of our possible joint ownership. We accept the assignment. The obligations of the contracting party, stated at paragraph 2, remain valid also at consideration ofregarding the assigned claims.
(c) For the collection of debts, the contracting party remains authorised next to us. We commit ourselvesare obliged to not to collect the claims as long as the contracting party complies with his obligation towards us to pay, does not get into default of payment, no request to open an insolvency proceeding is set and no other defect of his ability exists. Is this the case, we are allowed to demand that the contracting party notifies us about the assigned claims and the respectivehis debtors, gives us all information needed for collection, turns over the corresponding documents and informs the debtor (third party) about the assignment.
(d) If the realisable value of the securities exceed our claims by more than 10 % we will, by request of the contracting party, release securities at our selection.

§ 7 Warranty rights of the contracting party

(1) For the rights of the contracting party atregarding material defects and defective titles (incl. wrong and short delivery as well as improper mounting or faulty mounting instruction) the legal regulations apply unless stated differently in the following. In all cases the legal special provisions for final delivery of the goods to a

customer (recourse of the supplier §§ 478, 479 German Civil Code) remain unaffected.
(2) Warranty for defect is mainly based on the stipulated agreement on the constitution specification of the goods.
All product descriptions which are subject to the individual contract are regarded aAs an agreement on the constitution specification of the goods apply all product descriptions which are subject to the individual contract; in this connections it does not matter if the product description has been issued by the contracting party, the manufacturer or us.
(3) As far as nothing else has been agreed on, it has to be judged by the legal regulations if a defect exists or not (§ 434 para 1, clause 2 and 3 German Civil Code). We do not take responsibilityassume no liability for any public statement of the manufacturer or other third parties (e.g. advertisements).
(4) The warranty rights of the contracting party presume thatrequire that he complied with his inspecting obligationduty to examine and notice of non-conformity (§§ 377, 381 German Commercial Code). If a defect occurs shows duringwhile the examination or afterwards, we have to be informed immediately in written forming. The complaintnotice applies is deemed to be immediately when it has been made within two weeks whereat the timely sending of the complaint is sufficient. IndependentIrrespective of this duty to examine inspecting obligation and notice of non-conformity, the contracting party has to indicate obvious defects (incl. wrong and short delivery) within two weeks from delivery in written formwriting whereat here the timely sending of the complaint is sufficient as well.
If the contracting party fails to do the orderly examination examination and/or the notice of non-conformitydefect complaint, our responsibility for the not indicated defect is excluded.
(5) If the delivered goods are faulty, we can choose if we provide supplementary performance through removal of the defect (subsequent improvement) or if we provide delivery of goods free of defects (replacement delivery). Our rights to refuse the supplementary performance under the legal requirements remain unaffected.
(6) We are entitled to make the owing supplementary performance depending on the fact if our contracting party pays the due price of sale. The contracting party however is entitled to retain one part of the price of sale which is appropriate to regarding the defect.
(7) The contracting party has to grant us the necessary time and chance for the supplementary performance, particularly has to pass the rejected goods over to us for test purposes. The supplementary performance does neither include the removal of the faulty goods nor the anew fitting when we primarily were not obligated to do the fitting.
(8) We bear all necessary charges expenses for testing and supplementary performance, particularly transport, call-out, work and material costs (no removal or fitting costs), when there really a defect exists. If it turns out that the required removal of the defectwarranty claim is unjustified, we are entitled to demand a refund from the contracting party for all costs that have arisen.
(9) In urgent cases, e.g. endangerment of safety or for defence of disproportional damages, the contracting party has the right to remove the defect himself and to demandclaim compensation reimbursement of the objective necessary chargesexpenses. We have to be informed immediately about such a self-remedy of defects, beforehand if possible.
The right of self-remedy does not exist if we have been authorisedare entitled to deny reject a corresponding supplementary performance in accordance with the law after legal regulations.
(10) The right of compensation of theClaims of contracting party for damages or rather compensation of wasted chargesreimbursement of expenses only exist after pursuant to the stipulations of § 8 and are further claims are excluded from the rest.

§ 8 Other liability

(1) As far as nothing elseUnless otherwise regulated in these general terms of sale and purchase, including the following regulations, result results from these general terms of sale and purchase, we are liable for the violation breach of contractual and non-contractual responsibilities duties according to the relevant legal regulations.
(2) We are fully liable for damages – no matter onf which legal ground - in case of intent or gross negligence. In case of plain negligence we are only liable
(a) for damages damages arising out of death, injury to body or healtharising from the violation of life, the body or the health
(b) for damages from the breach of important main contractual obligations (obligations which are necessary for the orderly execution of the contract and on whose compliance the contracting party regularly trusts and may trust); in this case, our liability is limited to the replacement reimbursement of the predictable typically arising damages.
(3) The liability limitations resulting from paragraph 2 are not valid as far as we maliciously kept quiet aboutfraudulently concealed a defect or took over warranty for the quality of the goods. The same applies for demands claims of the contracting party according to the Product Liability Act.
(4) The contracting party can only rescind or cancel due to a breach of duty, which is not a defect, if we are liable for this breach of duty. A free right to cancel for the constructing party (especially according to §§§ 651, 64951 German Civil Code) is excluded. For the rest the legal conditions and consequences apply.

§ 9 Statutory limitation

(1) Differing to § 438 para 1 no. 3 German Civil Code, the general statutory limitation period for demands claims from for material defects and defective titles is one year from delivery. As far as one a absorption acceptance is agreed on, the statutory limitation period begins with acceptance.
(2) Legal special regulations remain unaffected regarding to in rem claims of return from third parties (§ 438 para 1 no. 1 German Civil Code), malice fraud of the seller (§ 438 para 3 German Civil Code) and claims at suppliers recourse at final delivery to a consumer (§ 479 German Civil Code).
(3) The preceding statutory limitations periods of sales law apply to contractual and non-contractual damage claims of the contracting party which are based on a defect of the goods unless the application of the regular legal statutory limitation period (§§ 195, 199 German Civil Code) would lead, in single cases, to a shorter statutory limitation period. In every case, the statutory limitation periodss of the Product Liability Act remain unaffected. Apart from that , damage claims of the contracting party according to § 8 are exclusively subject to the legal statutory limitations periods.apply exclusively to damage claims of the contracting party according to § 8.

§ 10 Rights and obligations of the contracting party by delivery to us

(1) In case of purchase from the contracting party or rather delivery to us, the legal regulations apply exclusively, as far as not stated differently at in §1, § 10 or § 11.
(2) The price which is indicated in the order is binding. In default of differing written declarationsUnless agreed otherwise in writing, the price includes delivery and transport, inclusive packaging, to the address of shipment named in the contract.
(3) The date of delivery which is indicated in the order is binding. The contracting party is bound to inform us immediately in writing when circumstances occur or become recognisable whereby the time of delivery can not be hold.
(4) We are entitled to demand a contract penalty in the amount of 0.5 %, maximum 5 %, of the respective contract value for every inchoate week of default at delivery delay after previous written menace towards the supplier.
The supplier has to add the contract penalty to the compensating damage for delay.
(5) Even ifwhen despatch is arrangedwe order by sale of delivery, the risks will not be passed to us until the goods have been handed over to us at the arranged point of destination.
(6) Reservations of property rightsRetentions of title of the supplier are only valid, as far as they are referring to our liability duty to pay for the respective products on which the supplier reserves the rights of propertywhich are subject to the retentions of title. Enhanced and extended reservations of property rightsretentions of title are particularly unacceptable.
(7) In case of defects, we are unlimitedly eligible for the legal demandsclaims according to the law. Differing hereof, the warranty deedlimitation period is 36 months.
(8) In any case, the notice of non-conformity regarding quality and quantity discrepancies is are timely criticised when we inform the supplier within 10 days after receipt of goods. The notice of non-conformity regarding hHidden material defects are is timely criticised in any case, when the supplier is informed within 10 days after discovery of the material defect.
(9) The contracting party has to ensure that the goods match comply with all legal requirements, do not outrage infringe industrial property rights of any kind and features all required identification marks. The contracting party has thereto to provide unasked and on his expenses all certificates and statements, as well as any other proof, which prove the compliance with corresponding regulations.
(10) If the contracting party is responsible for a damage ofn the product, he has to release indemnify us insofar from demands of third partiesthird party claims as the cause is to be found in his domain and organisational area and he is liable himself regarding to external relations with third parties.
In line with his indemnification, the contracting party has to refund expenses according to §§ §§ 683, 670 German Civil Code, which result from or in connection with claims of third parties including product recalls which where operated by us. We will inform the contracting party about content and amount of the product recall procedure – as far as this is possible and reasonable – and give him the opportunity for a report. Proceeding Further legal demands claims remain unaffected.
The contracting party has to conseclude and maintain a product liability insurance policy with an overall limit of liability of at least 10 m EUR per damage to a person or property.

§ 11 Choice of law and jurisdiction

(1) For these general terms of sale and purchase and all other privities of contract between us and& the contracting party, the law of the Federal Republic of Germany applies to the exclusion from of international uniform law, particularly the United Nations Convention on Ccontracts for the International Sale of Goods. Precondition and impact of the reservation of property rightsretention of title according to § 6 are liable subject to the law at the respective stock location ofplace where the goods are situated, as far as afterwards the chosen choice of law of German law is unacceptableinvalid or invalid in aid of the German law.
(2) If the contracting party is trader in terms of the German Commercial Code, body corporate under public law or a special property under public law, the exclusive – also international – jurisdiction for all disagreement disputes arising directly or indirectly from or in connection with the contract is our business location in Dortmund. We are, however, also entitled to bring file an action to in the place of general jurisdiction of the contracting party.
(3) These Terms are only a translation of the German version. In case of an inconsistencies or differences between the German version and this translation, the German version prevails.