

Terms of sale and delivery

§ 1 General terms and conditions

All deliveries shall be subject to the conditions herein as well as to possible separate contractual agreements. Buyer's differing terms and conditions of purchasing shall not become part of this contract even after acceptance of the order.

§ 2 Purchase order

In the absence of separate agreements a contract shall be validated through the order confirmation of the purchaser. The order confirmation can be either in written or electronic form.

§ 3 Prices and payment

3.1. In the absence of separate agreements prices shall be calculated ex works including shipping at works but excluding packaging and unloading. Prices shall be subject to value added tax in compliance with the applicable legal requirements.

3.2. Payments shall be due either upon receipt of the invoice, delivery of the merchandise or our placing the goods at customer's disposal – depending on which condition arises first. Invoices shall be payable within 8 days granting a 2% discount or within 30 days net.

3.3. The purchaser shall not have the right to withhold payments or to charge up payments against counterclaims, unless his counterclaims are undisputed or legally valid.

3.4. Claims of the purchaser against the supplier may only be conveyed with the written permission of the supplier.

3.5. In case of default of payment involving more than one liability, all claims against the purchaser shall become payable immediately.

3.6. Our claims are assigned to the BFS Finance GmbH, Verl. Payments can be made to the BFS Finance GmbH with full discharge of debtor. The bank connection is shown on the invoice.

§ 4 Dates of delivery, periods of delivery

4.1. In the absence of separate agreements between the parties the date of delivery shall be deemed to be adhered to provided the delivered merchandise has been shipped or notification of readiness for dispatch has been given at the appointed date.

4.2. Adherence to the period of delivery shall be subject to correct and punctual supply to ourselves.

4.3. Should shipping be delayed due to reasons the purchaser is responsible for, he shall be liable for all costs resulting from the delay after notification of readiness for dispatch has been given.

4.4. If the period of delivery can not be adhered to because of force majeure, industrial disputes or other events beyond the supplier's sphere of influence, the period of delivery shall be extended accordingly.

4.5. The supplier shall compensate the purchaser for damages caused by delay. This obligation shall not apply to loss of profit or damages arising from business interruption unless the damage was caused deliberately or grossly negligent. In all other cases compensation shall be restricted to reimbursement of additional freight charges and after an unsuccessful period of grace or loss of interest in delivery to the additional expenses for covering purchases.

4.6. The purchaser's right to withdraw from the contract shall remain unaffected.

§ 5 Transfer of risk

In the absence of separate agreements transfer of risk shall pass to the purchaser after the delivered merchandise has left the factory. Should shipping be delayed due to reasons the purchaser is responsible for, risk of transfer shall pass on the date of notification of readiness for dispatch.

§ 6 Reservation of title

6.1. The supplier shall retain the reservation of title regarding the delivered merchandise until receipt of all payments arising from the business relationship with the purchaser.

6.2. In the case of resale of the merchandise the reservation of title shall extend to the selling price.

6.3. Processing or conversion of the merchandise is always done for us. In the case of processing the merchandise with other objects not belonging to us, we shall acquire the co-ownership of the new object in relation to the value of the merchandise to the other processed objects at the time of processing. In the case of blending objects with other objects not belonging to us, we shall acquire the co-ownership of the new object in relation to the value of the merchandise to the other blended object at the time of blending. In the case the object of the purchaser is considered the principal object, the purchaser shall convey co-ownership proportional to our share.

6.4. In the case of the merchandise delivered and remaining the property of the supplier according to these regulations exceeding the amount of accounts still outstanding by more than 25%, the supplier shall waive his proprietary on request of the purchaser to the extent and according to his choice in so far, as the merchandise value exceeds 125% of the residual claim.

§ 7 Notice of defect

The purchaser shall – by sample processing, if applicable - control whether the merchandise supplied is free of defect of quality immediately upon delivery. Deviations from the delivery quantity agreed on by contract up to 10% shall not be considered a defect.

§ 8 Purchaser's claims in terms of defect in quality

In the case of the delivery item showing a defect in quality at the date of transfer of risk, the purchaser - subject to a potential right of recourse - shall have the legal rights according to § 478, 479 BGB, however provided that:

- a) Compensation claims shall be excluded unless the supplier is liable for the damage according to § 11.
- b) Purchaser's claims in terms of defect in quality shall be subject to a limitation period of 12 months unless claims under § 10 or 11 are concerned.

§ 9 Purchaser's right of recourse

Should the purchaser of a consumer product possess a right of recourse against the supplier the legal requirements § 478, 479 BGB are applicable, provided that compensation is owed within the limits of § 11 only.

§ 10 Liabilities

10.1. Unless stipulated otherwise herein the supplier shall be liable for compensation – whatever of which legal reason – solely in the following cases:

- a) In the case of intent or gross negligence of the supplier, his legal representative and his vicarious agents;
- b) In the case of damages to life, body or health;
- c) In the cases of § 444 BGB (fraudulent concealment of a defect and assumption of a liability);
- d) In the case of negligent violation of a contractual obligation essential to meeting contractual ends;
- e) In the case of defects of the merchandise delivered to the extent to which liability applies according to the product liability act for personal injury and material damages to privately utilized objects.

10.2. In the cases of paragraph 1 d) liability for loss of profit and other financial losses shall be excluded unless these are covered by the liability insurance of the supplier.

§ 11 Place of jurisdiction

If the purchaser is a business company the place of jurisdiction for all disputes resulting from the contractual relationship, either directly or indirectly, shall be Husum. The supplier shall also be entitled to take legal action at the purchaser's headquarters.