

1) Conclusion of a contract

Our offers are non-binding regarding price, amount, volume, delivery date and method. Any oral agreements shall require our written confirmation.

We are entitled to rescind the contract without providing grounds if after conclusion of the contract we receive unfavorable information regarding the reputation and solvency of the buyer, if the customer defaults on payment or in case of any material changes in the financial situation of the buyer.

We hereby expressly reject the buyer's general terms and conditions and terms and conditions for purchase. You may also not assert a claim against us if we do not reject these terms and conditions again upon conclusion of the contract.

2) Delivery Dates

The contract shall be executed subject to the correct and timely delivery to us by our suppliers. We are entitled to rescind the contract if, despite a corresponding procurement contract concluded with due care with our suppliers, we did not receive the delivered goods on time or at all. The customer shall be informed without delay of the late availability or non-availability of the performance. If the customer then for legitimate reasons is no longer interested in the performance, we will without delay exercise our right to rescind and reimburse the customer with the appropriate counter-performance without delay.

Call-off orders may only be executed subject to manufacturing capacity.

Business disruptions due to strikes or lockout, lack of power, raw materials or human resources, force majeure of any type, official action or other natural events or unforeseeable accidents in our operations or at the supplier of materials required for our manufacturing process shall release us from the obligation of continued delivery for the duration of the disruption, from the obligation of replacement delivery and from any type of compensation for damage.

3) Deliveries

We will select the delivery route and means of delivery. Even if free delivery was agreed, we shall bear the cost of transport only up to the amount of national rail freight rates. All deliveries shall be made at the buyer's risk, even if we bear the freight costs. Our delivery date shall be deemed fulfilled as soon as the goods have left our warehouses or have been turned over to the transport carriers. The buyer may at its discretion take out transportation insurance or other types of insurance. The minimum invoice amount for custom goods is €500, and for goods in stock, €250. We reserve the right to manufacture quantities below the standard volume, and also to charge a surcharge.

The Incoterms as amended shall apply.

4) Right of Retention

We retain title to all goods we have delivered until all payments due us have been paid, including any outstanding balances on current accounts. A request for surrender of goods delivered under retention of title does not necessarily mean a declaration of rescission of the contract. If the supplier's goods are in danger, the buyer shall inform the supplier without delay and confirm the right of retention both with us and with third parties in writing. The buyer shall not pledge or pledge as security the goods delivered under the right of retention.

If the goods delivered are connected with other personal property that is to be regarded as the main item such that they must be considered a substantial component of this main item, the buyer shall at this time already transfer to us sole title in the newly created item, if the value of the component we delivered exceeds half of the total value of the connected item. If the value is below 50% the buyer shall at this point in time already transfer to us the proportional co-ownership in the new item. The buyer shall take the new item into safekeeping.

The buyer is entitled to resell the goods in the context of proper business operations. In case of resale the buyer/reseller shall assign to us all payments due to him from sale of goods to his buyers, including all ancillary rights, from the conclusion of the contract up until the complete payment of all of our claims to payments for deliveries of goods. The buyer shall be entitled to collect the payment even after assignment. This shall not affect our right to collect the payment ourselves. If we so request, the seller shall inform his customers of the assignment and provide us with information and documents required for asserting our rights. If the value of the security assigned to us exceeds payments due to us from deliveries by more than 20% we shall, if so requested by the buyer, reassign to it the amount of receivables in excess.

If the buyer becomes insolvent, a compensation for use in the form of customary lease payments for all objects assigned to us and/or pledged as security and in possession of the buyer shall be agreed as of the date of filing for insolvency.

5) Manufacturing Facilities

Any payments made toward installation costs (e.g. tooling costs) shall not void our exclusive right to title in the installations (e.g. tooling). Any special agreements shall require our written confirmation.

6) Guarantee

Complaints shall be notified to us in writing and without delay, at the latest however within 8 days after receipt of the goods. The date the notification was sent and not receipt by the recipient shall determine the timeliness of the notification. After this deadline has expired, the goods shall be deemed accepted without defects, unless a defect was not noticeable when the goods were examined. If this type of defect becomes apparent, the notification shall be made without delay after discovery of the defect, at the latest within 8 days after discovery; otherwise the goods shall be deemed approved even in view of this defect. In this case also, the deadline shall be deemed kept if notification of the defect has been sent on time.

In case of justified complaints we shall provide subsequent performance, either by repair or replacement, at our discretion. The buyer shall only be entitled to a price reduction or rescission of the contract if subsequent performance should finally fail.

In the case of slight negligence our liability shall be limited to the foreseeable, direct and average damage typical for this type of contract and goods. This shall also apply to slightly negligent breaches of contract on the part of our legal representatives or vicarious agents. This limit on liability shall not apply to customer claims under the Product Liability Act or in case of death or injury to body or health.

Customer claims for damages for defects shall be time-barred one year after delivery of the goods. This shall not apply if we are guilty of fraud. This shall also not apply if we are guilty of gross negligence, nor in case of non-attributable injury to body or health nor in case of the customer's loss of life. Any additional claims, in particular arising from consequential damage, are excluded, unless the buyer can prove gross negligence or intent on our part.

We cannot guarantee compliance with any indicated specific weight. Deviations of up to 10% in either direction may occur.

7) Terms of Payment

Our selling prices and any offers, sales and calculations shall be deemed denominated in euro. The respective value-added tax and any special taxes that are not included in the price of the article shall be indicated separately.

Our invoices shall be payable with a cash discount of 2% for prepayment or cash on delivery, and for cash payment of invoices dated from the 1st to the 15th of a month by the end of the same month, and for invoices dating from the 16th to the end of the month by the 15th of the month following the delivery.

A cash discount shall only be granted under the condition that all payment obligations from earlier deliveries have been completely satisfied.

All deliveries to which the cash discount does not apply shall be payable net, for invoices dating from the 1st to the 15th of a month by the end of the month following delivery, and for deliveries from the 16th to the end of the month at the latest by the 16th of the second month following the delivery.

We shall charge 9 percentage points above the base interest rate of the European Central Bank per annum in default interest for payments made after the payment deadline. In determining the time of default Sec. 286 (3) of the German Civil Code shall apply in addition to the aforementioned terms of payment.

Payments shall be deemed rendered only after we can finally dispose of the amount.

Bills of exchange may only be submitted with our consent. Discounting fees and fees for bills of exchange shall be borne by the buyer.

Unfavorable information regarding the reputation and solvency of the buyer, including customer default on payment and any material changes in the financial situation of the buyer shall entitle us at any time and without grounds to request immediate payment of deferred amounts or to request sufficient security.

The buyer shall not retain payments or set off payments it owes for reason of any counter-claims. Discounts of any type that have not been expressly agreed or documented with credit notes shall not be recognized.

Payments to employees of our company shall only be admissible if they have power of attorney for receipt of payment.

Annual sales premiums shall only be due after we provide notification of such and shall not be paid or credited before March 1 of the following year. It is therefore not possible to set off the prospective annual sales premium against claims to deliveries or other claims asserted by our customers. In addition, the annual sales premium shall only be approved under the condition that the customer has completely satisfied all payment obligations per December 31 of the calendar year. Moreover, we reserve the right to change installments and invoicing periods to the extent that external circumstances require such.

8) Place of Performance and Jurisdiction

The place of performance for delivery is the respective shipping location, and for payment, Henstedt-Ulzburg.

The courts of Norderstedt shall have jurisdiction for all claims.

9) Validity of the Contract

The contract shall remain valid even if individual clauses are invalid.