

**§ 1 General – Scope of application**

1. The present terms and conditions shall apply to any current and future business relationships.

2. Any differing, interfering or complementary general terms and conditions shall not become an element of the agreement, even if they know, unless their validity has been expressly agreed upon in writing.

**§ 2 Conclusion of an agreement**

1. Our offers shall be not binding. We reserve the right to carry out, to a reasonable extent, technical changes and modifications as to forms, colours and/or weight.

2. When ordering the goods, the customer declares bindingly that he wishes to acquire the ordered goods.

We shall be entitled to accept the offer of a contract inherent in the order within two weeks following its receipt in our offices. The acceptance can be declared in writing or by delivering the goods to the customer.

3. The agreement shall be concluded provided that we are correctly and timely supplied by our suppliers. This shall only apply to the case that we are not answerable for the nondelivery, especially in case of the conclusion of a congruent covering transaction with our supplier.

The customer shall be immediately notified of any unavailability of the performance. The counter-performance shall be immediately reimbursed.

**§ 3 Reservation of ownership**

1. We shall reserve the ownership of the goods until any outstanding debts resulting from a current business relationship with the respective customer shall be settled in full.

2. The customer shall be obliged to treat the goods carefully. To the extent maintenance or service work is required, the customer shall execute it at his expenses and on a regular basis.

3. The customer shall be obliged to immediately notify us of any third party's access to the goods, e. g. in the case of attachment, as well as of any possible damages or the destruction of the goods. The customer shall inform us immediately in case the possessor of the goods changed and in case he changed his own domicile.

4. We shall be entitled to withdraw from the agreement and to claim the return of the goods in case the customer violates the contractual provisions, in particular in the case of delayed payment or the infringement of a duty according to item 3 and 4 of the present paragraph.

5. The customer shall be entitled to resell the goods in the frame of an ordinary run of business. With regard to this case, he assigns to us right now any debt claims amounting to the invoice total that he is entitled to on the basis of the resale to a third party. We accept the assignment. After the assignment, the customer shall be entitled to collect the debt claim. We reserve the right to collect the debt claim ourselves as soon as the customer does not duly comply with his obligations to pay and is delayed in payment.

6. The treatment and the processing of the goods by the customer shall always be done in our name and on behalf of our company. In case the processing is realized with items that do not belong to us, we shall acquire the co-ownership of the new object in the proportion of the value of the goods supplied by us to the other processed items. The same shall apply in case the goods are mixed up with other items that do not belong to us.

**§ 4 Remuneration**

1. The offered purchase price shall be binding. The purchase price is to be understood plus the respectively valid legal value-added tax.

In case of a sale to destination according to the buyer's instructions, the purchase price is to be understood plus transport charges (flat-rate) amounting to EUR...

2. The customer undertakes to pay the purchase price within ten days following the receipt of the goods. Upon expiration of the said deadline, the customer shall be delayed in payment.

During his delay in performance, the customer shall pay interests on the debt of a rate exceeding the respective basic interest rate by 8 %. Vis-à-vis to the customer, we reserve the right to give evidence of and to put forward greater damages that have been caused by the delayed performance.

3. The customer shall be entitled to offset only in case the counterclaims he puts forward have been finally determined or acknowledged by us.

The customer shall be entitled to exercise the right of retention only in case his counterclaim is based on the same contractual relationship.

**§ 5 Passage of risk**

1. The risk of accidental loss and of accidental deterioration of the goods shall pass to the customer with the handing-over, in case of a sale to destination according to

the buyer's instructions, with the delivery of the goods to the forwarder, carrier or any other person or organisation entrusted with the execution of the shipment.

2. The customer's delay in acceptance shall be considered as if handover had taken place.

**§ 6 Warranty**

1. We shall initially comply with our warranties, as far as defects of the goods are concerned, at our discretion, by rework or a substitute delivery.

2. In case the additional fulfilment fails, the customer shall be, as a matter of principal, entitled to ask, at his discretion, for the reduction of the remuneration or the rescission of the agreement (withdrawal). In case of a minor contractual defect, especially in case of minor defects, however, the customer shall not be entitled to withdraw from the agreement.

3. The customer shall notify us in writing of any obvious defaults within a period of two weeks following the receipt of the goods; otherwise, the assertion of the warranty claims shall be excluded. The deadline shall be considered as met if the letter has been sent in time. The full burden of proof as far as any premises of the claims are concerned shall be incumbent on the customer, especially with regard to the defect itself, the time of detection of the defect and the timely lodging of the formal complaint.

4. In case the customer opts for the withdrawal from the agreement as a consequence of the failure of additional fulfilment for a deficiency in title or a redhibitory defect, he shall not be entitled to claim in addition damages for the defect. In case the customer opts for damages as a consequence of the failure of additional fulfilment, the goods shall remain at the customer in case this can be expected from him. The compensation in damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply in case we fraudulently caused the infringement of the agreement.

5. The warranty period shall be of one year following the delivery of the goods. This shall not apply if the customer did not notify us in time of the defect according to the preceding provisions.

6. As a matter of principle, only the producer's description of the goods shall be considered as the promised quality. Any public statements, recommendations or advertising of the producer, however, shall not be considered as a description of the quality of the goods according to the agreement.

7. In case the customer receives incorrect mounting instructions, we shall only be obliged to supply mounting instructions that are free of errors, and only in case the deficiency of the mounting instructions impedes the adequate mounting.

8. The customer shall not receive from us any guarantees in the legal sense. That shall not affect the producer's guarantees.

**§ 7 Restrictions of liability**

1. In case of slightly negligent violations of duties we shall not be liable to the customer. The same shall apply in case of slightly negligent violations of duties by our legal representatives or the persons employed in performing an obligation.

2. The preceding restriction of liability does not apply to the customer's claims resulting from product liability. Moreover, the restrictions of liability shall not apply to assignable personal injuries and damages to health, nor to the loss of the customer's life.

3. The customer's claims for damages due to defects shall prescribe after one year following the delivery of the goods. This shall not apply in case we can be accused of the intention to deceive.

**§ 8 Final provision**

1. The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on the sale of goods shall not apply.

2. The exclusive place of jurisdiction with regard to any disputes arising out of the present agreement shall be our place of business.

3. In the event individual provisions of the agreement entered into with the customer, including the present general terms of sale, should be or become fully or partially void, this shall not affect the validity of the remaining provisions. The fully or partially invalid regulation shall be replaced by a regulation, the economic success of which comes as close as possible to the success of the invalid clause.