

General Terms and Conditions for the supply of goods and services

Section I Scope of conditions

1) The following General Terms and Conditions apply for all goods and services. The special conditions listed in section III shall apply additionally for Contracts for Work and Services.

2) The General Terms and Conditions become the subject of the contract upon the placement of order or acceptance of the order confirmation. Any of the customer's or purchaser's General Terms and Conditions are thus deemed ineffective, unless explicitly acknowledged in writing.

Section II General Conditions

1) Offers

1.1 In the event of an offer being made on the basis of customers' documents such as illustrations or drawings or specifications, these shall only become subject of the contract if referenced in our offer.

1.2 All quotations, drawings and other documentation are subject to ownership rights and copyrights. Duplication and disclosure to third parties is strictly prohibited. All documents shall be returned in the event of a contract not being finalised.

1.3 Our offers are subject to alteration until accepted in writing by the customer.

2) Deadlines

2.1 Any specifications pertaining to delivery or completion dates are non-binding and shall only be binding when the compliance with a particular delivery or completion deadline is expressly agreed in writing.

2.2 Periods of completion and delivery dates shall be appropriately extended, should the disruption be caused by circumstances arising outside of the customer's area of risk, by force majeure or any other circumstances beyond our control, such as raw material shortages, strikes, traffic disruptions, or missed delivery or completion deadlines on behalf of the suppliers.

3) Warranty

3.1 The customer is obliged to immediately examine the goods delivered upon acceptance of delivery. Any obvious defects, deficits or incorrect deliveries are to be inspected immediately upon acceptance and must on all accounts be communicated in writing before processing or installation.

3.2 Deviations in size, colour, structure or weight are permissible within the framework of normal industry tolerances.

3.3 In the event of a defect, we retain the right to choose between rectification of the defect or delivery of a non-defective item.

3.4 Any costs resulting from improper use of the purchased goods at a different location shall be borne by the buyer. Should any additional charges be incurred for the cost of rectification these may be made dependent on the provision of a security.

3.5 We accept no liability for defects and damage caused by disregard of assembly, usage or care instructions. This also applies to defects and damage arising by combining our product with other systems.

4) Retention of title

4.1 Any goods delivered remain our property until complete payment of the purchase price. In the case of goods sold under an ongoing business relationship, we reserve the right to ownership before all claims arising from the business relationship are settled, including future claims, also from contracts concluded concurrently or at a later date. This also applies, even if individual or all claims were incorporated into an ongoing invoice and the balance has been indicated and recognised.

4.2 If the customer converts goods which are subject to retention of title into a new movable item, the conversion shall take place on our behalf without rendering us liable in any way.

The replacement item thus becomes our property.

When processing in combination with goods which are not our property, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title and the other goods, at the time of the processing.

If the goods subject to retention of title are combined, blended or mixed with goods which do not belong to us in accordance with §§ 947,948 BGB (German Civil Code), we shall thus become co-owner in correspondence with legal regulations.

If the customer acquires sole ownership by combining, blending or mixing then he shall directly transfer ownership to us in proportion to the value of the goods subject to retention of title and the value of the other goods, at the time of combination, blending or mixing.

In such cases, the customer shall be obliged to store the object of which we are owner or co-owner, which are also goods subject to retention of title in line with the above stipulations, at no cost.

4.3 If the customer sells goods which are subject to retention of title, either alone or in combination with goods not belonging to us, in doing so the customer assigns all claims resulting from resale up to an amount equal to the value of the goods subject to the retention of title including all ancillary rights and with priority over all other debts to us; we hereby accept the assignment. The value of the goods subject to retention of title is the invoice amount.

4.4 If goods subject to retention of title are installed by the customer as a material component in the real estate property of a third party, the customer hereby assigns the claims arising from the commercial sale of the real estate property, or from real estate property rights to the value of the goods subject to retention of title along with all ancillary rights including the granting of a security mortgage, with priority over all other debts to us; we hereby accept the assignment.

4.5 If goods subject to retention of title are installed by the client as a material component in real estate property belonging to them, the customer hereby assigns the claims arising from the commercial sale of the real estate property or from real estate property rights to the value of the goods subject to retention of title along with all ancillary rights including the granting of a security mortgage, with priority over all other debts to us; we hereby accept the assignment.

4.6 The customer shall only be entitled and authorised to resell, use or process the goods subject to retention of title within the scope of ordinary business activities and only on the provision that the claims are in actual fact assigned to us.
The customer is not entitled to dispose of the goods subject to retention of title in any other way, in particular by pledging or assignment as security.

4.7 We entitle the customer to collect claims from resale, whilst reserving the right of revocation. We shall not exercise our right to collect the claims ourselves, as long as the customer complies with his payment obligations, including his payment obligations towards third parties.
At our request the customer shall disclose all details required for collection of any assigned claims and inform the debtors of the assignment; we are also entitled to inform the debtors of the assignment ourselves.

4.8 The customer shall inform us immediately about any foreclosure measures of third parties regarding the goods subject to retention of title, or the accounts receivables assigned to us, providing all the documents necessary for intervention.

4.9 Upon discontinuation of payment and/or application and commencement of insolvency proceedings, the right for resale, utilisation or installation of the goods subject to retention of title, or the authorisation for withdrawal of the assigned claims shall expire; it shall also expire in the case of a cheque or bill protesting the collection authorisation. This does not apply to the rights of the insolvency administrator.

4.10 Should the realisable value of securities granted exceed our claims (where applicable reduced by deposits and part payments) by more than 20%, we are thus obliged to return or release securities at our discretion.
Once all the claims arising from the business relationship have been settled, ownership of the goods subject to retention of title and the claims assigned shall be transferred to the client.

5) Terms of payment

5.1. Cash deduction shall only be granted upon payment in full and when no outstanding payment arrears are owed.

5.2 The customer may only claim right of retention or offsetting if its counterclaim is determined to be uncontested or final.

Section III Special Conditions for Works Services

1) The VOB/B (General contractual Conditions for the execution of building services) shall additionally apply provided that the customer received the VOB/B text along with the offer, as well as confirmed receipt of the VOB/B text upon acceptance of the offer. Otherwise the German Civil Code for works and services shall apply.

2) We are entitled to a right of lien on the items that become our property based on the order against our amounts receivable when performing works services.

The right of lien may also be exercised for any claims arising from works carried out previously, as far as they are related to the subject of the contract.

The right of lien shall only apply to other claims resulting from the business relationship as far as these are uncontested, or if a legally binding title exists.

3) If an item manufactured for a customer is not collected within four weeks after request for collection, an appropriate storage fee may be charged upon expiry of said period of time.

If the item is not collected three months after the request for collection was made we shall no longer be obliged to store the item and shall no longer be liable for accidental damage or loss.

The customer shall be sent a warning letter one month before the expiry of this period. After the expiry of this period we are entitled to sell the objects at their market value in order to recover our claims. Any excess proceeds shall be reimbursed to the customer.

4) In the event of the effective implication of the VOB/B, the customer shall only be entitled to claim in relation to § 8 No. 3 VOB / B in the event of default, if a reasonable period of completion has been agreed in writing and the customer, upon expiry of said period, has set a reasonable period of grace and declared that the offer shall be withdrawn once this period has elapsed.

Section IV Special conditions of sale

1) Delivery shall be ex-works. All risks for goods which are delivered at the customer's own request shall be transferred to the customer upon transferral of the goods to the carrier.

Insurance shall be taken out against damage of any type if required by the customer, and shall be charged to the customer. If not otherwise agreed, the deliveries shall be carrier forward. The risk of transport to the customer shall be borne by the customer. The same applies for the return, storage and repeated delivery costs.

2. Unloading is the sole responsibility of the customer, who shall provide suitable unloading facilities and have the necessary manpower available. Any assistance required of us in unloading shall be agreed separately and shall be charged additionally according to time and material outlay.

3.) If any goods ready for dispatch cannot be delivered due to reasons for which the customer is responsible, then the risk shall be transferred to the customer upon notification of readiness for dispatch. The customer shall bear any storage or insurance costs arising from delays in delivery caused by the customer.

4.) Packaging material shall not be taken back unless it is returnable packaging material. Any returnable packaging material provided is to be sent back to us carriage free.

Section 5 Final provisions

Place of jurisdiction

Insofar as is legally permissible, the place of jurisdiction for all claims arising from the contractual relationship shall be our registered office.

The registered office is 25795 Weddingstedt.