

TERMS OF SALE

German law applies to the contractual relationship.

1. Offer and conclusion

These terms and conditions form the basis of all offers and agreements, in particular also of all future transactions. Our terms and conditions, which are sent with the order confirmation, shall be deemed to have been accepted at the latest upon acceptance without objection of the goods delivered by us.

We do not recognise any conflicting terms of delivery, even if we do not object to them. They shall only be effective if they are accepted in writing for the respective contract. Our offers are subject to change. We shall only declare acceptance of an order by written confirmation in the form of an order confirmation. We reserve the right to deviate from this, for small orders up to a value of € 250.00 without confirmation of order directly against the directly against the order document.

The information, drawings, illustrations, technical data, weights and dimensions etc. contained in our brochures, catalogues, circulars etc. are subject to change without notice, illustrations, technical data, weights and other descriptions contained in our brochures, catalogues, circulars, etc. are non-binding unless we expressly designate them as binding in the order confirmation.

We reserve the right to make reasonable changes to the delivery or service. Subsidiary agreements or deviations from the agreements made require our written confirmation.

2 Prices

All prices are in Euro ex works plus freight and value added tax, unless otherwise agreed. Our prices are based on the current calculation factors. If, for reasons for which we are not responsible, changes occur in the costs for e.g. wages, materials and/or energy etc., we shall be entitled to change the price accordingly. The prices valid on the day of delivery shall apply unless we have agreed to a fixed price. All invoices are payable net without deduction, unless otherwise agreed. The purchaser may only offset such claims as are undisputed by us or have been legally established. The customer shall not be entitled to a right of retention.

If the customer fails to meet his payment obligations or if circumstances become known which are likely to call his creditworthiness into question, all claims shall become due immediately.

3. Delivery time

The delivery times and dates confirmed by us are given to the best of our judgement. They are nevertheless only approximate unless they are expressly designated as binding in writing. If we are in default, the purchaser must set a reasonable period of grace in writing. The delivery period itself shall commence on the date of dispatch of our order confirmation. Correct and timely self-supply with primary material is reserved. The delivery period shall not commence before clarification of all details of execution.

The delivery period shall be extended, even within a delay in delivery, appropriately in the event of unforeseen hindrances which we were unable to avert despite exercising reasonable care in the circumstances of the case, irrespective of whether they occurred at our premises or those of our sub-suppliers, such as, for example, operational disruptions, official interventions, industrial disputes, delays in the delivery of raw materials and supplies and the like.

If delivery or performance becomes impossible due to these circumstances, if we are released from our delivery obligation and if any claims for damages and claims for rescission on the part of the customer derived therefrom lapse, the same legal consequences shall apply to his obligation to take delivery.

The purchaser's right to withdraw from the contract after the expiry of a grace period without notice remains unaffected.

If, after conclusion of the contract, there is a considerable risk to the claim to the remuneration to which we are entitled, we may demand advance payment or sufficient security and refuse our services until our demand has been met or withdraw from the contract.

4. Partial delivery

We are entitled to make partial deliveries to a reasonable extent. Excess or short delivery of the concluded quantity up to 10 % is permissible.

5. Risk, transfer and dispatch

The risk shall pass to the customer as soon as the ordered delivery leaves our warehouse or the customer has been notified of the readiness for dispatch, including the risk of accidental loss and accidental deterioration, irrespective of who bears the freight costs. This shall also apply if the goods are shipped to a place other than the customer's registered office at the customer's request.

The choice of the shipping route and the means of transport shall be made at our best discretion without guarantee for the cheapest shipment, unless the customer has given shipping instructions.

6. Retention of title

The delivered goods shall remain our property until full payment of all claims, including future claims, arising from the business relationship between the purchaser and us, even if the purchase price for specially designated claims has been paid. In the case of a current account, the reserved property shall serve as security for our balance claim. Payment shall be deemed to have been made upon receipt of the equivalent value by us.

The ordering party is entitled to resell the reserved goods in the normal course of business on condition that the claims from the resale are transferred to the selling party as follows. The orderer already now assigns his claim from the resale of the reserved goods to us. We accept this assignment. At our request, the ordering party shall provide us with the information on the assigned claims required for collection and inform the debtor of the assignment. The customer is not permitted to pledge or assign as security the goods delivered by us under retention of title. He is required to secure our rights when reselling the goods subject to retention of title on credit.

Any processing or treatment of the goods subject to retention of title shall be carried out by the customer on our behalf without any obligations arising for us as a result. In the event of processing, combining, mixing or blending of the reserved goods with other goods not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the invoice value of our reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the purchaser acquires sole ownership of the item, he shall grant us co-ownership of the new item in proportion to the value of our reserved goods and shall store the item for us free of charge. If the goods subject to retention of title are resold together with other goods, irrespective of their condition, the advance assignment agreed above shall only apply to the value of the goods subject to retention of title which are the subject of the delivery transaction together with the other goods.

The customer shall inform us without delay of any enforcement measures by third parties against the goods subject to retention of title or against the claims assigned in advance, handing over the documents necessary for an intervention.

If the securities to which we are entitled in accordance with the above provisions exceed the claims to be secured by 20%, we shall, at the request of the customer, release fully paid deliveries at our discretion in individual cases.

7. Notice of defects, warranty, liability and limitation period

We shall be liable for defects in the goods, including the absence of warranted characteristics, as follows: Notification of defects must be received by us in writing without delay, at the latest one week after receipt of the goods. In the event of defects, processing and treatment must be stopped immediately.

The customer must immediately give us the opportunity to convince ourselves of the defects and, at our request, to make the rejected goods or samples thereof available. If this does not happen, the claims for defects shall lapse.

In the event of a justified complaint, we shall only be entitled to make a replacement delivery or, at our discretion, to repay the purchase price or to remedy the defect. If we do not fulfil our obligation to make a replacement delivery or to rectify the defect or do not do so in accordance with the contract, the customer may withdraw from the contract or demand a reduction in price. Claims for damages are excluded, except in the absence of warranted characteristics. We shall not be liable for damages, in particular those arising from or during further processing, unless we or our auxiliary persons have caused the damage intentionally or by gross negligence. Claims for defects shall become statute-barred at the latest six months after the passing of risk, all other claims at the latest one year after the passing of risk, unless shorter limitation periods are provided for by law.

Our liability shall be governed exclusively by these terms and conditions. All claims not expressly granted herein, including claims for damages for whatever legal reason, are excluded to the extent legally permissible, unless they are based on a grossly negligent breach of contract by us, by a legal representative or by our vicarious agents.

8 Place of performance, place of jurisdiction

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, including disputes relating to cheques and bills of exchange, shall be the competent court for Bremen in accordance with the respective amount in dispute, if the customer is a registered trader or has his place of business abroad or relocates abroad after conclusion of the contract or cannot be found at the time the action is brought.

The place of performance for all obligations arising from the contractual relationship is Bremen.