

§ 1 Basic principal, validity

1. Our deliveries, services and offers are made exclusively on the basis of these conditions and this also applies to future contracts. These conditions are therefore also valid if we make a delivery without reservation in the knowledge of the customer's conditions to the contrary or conditions that deviate from our conditions.
2. Our sales and delivery conditions only apply to companies in accordance with § 310 para. 1 of the BGB (German Civil Code).

§ 2 Offers, written form, offer documentation

1. All offers are subject to confirmation. All agreements that are made between customers and us for the carrying out of the contract are to be made in writing in this Contract.
2. We reserve the ownership and copyrights to illustrations, drawings, calculations and other documentation. This also applies to such written documentation that is deemed to be "confidential". Our express written agreement is needed before our customers transfer this to third parties.

§ 3 Prices, due date, arrears

1. Our prices are given per piece, meter or other unit, without packaging, freight, insurance, etc. ex works Neuruppin or delivery store. Railway carriage free wagon is used for our products provided nothing else has been expressly agreed.
2. We reserve the right to appropriately change our prices if, after conclusion of the contract, cost reductions or increases, in particular due to trade agreements or material price changes, occur. Statutory VAT is not included in our prices; it is noted separately on the invoice at the statutory rate on the day of invoicing. The deduction of discounts requires agreement in writing.
3. Provided on the order confirmation there is nothing stated to the contrary, the purchase price is due for payment net (without deduction) within 30 days from the invoice date. The statutory regulations concerning the consequences of arrears apply.

§ 4 Offset, Right of retention

Offset rights are only granted to the customers if its counterclaims have been legally established or are accepted or not disputed by us. Moreover, the customer is entitled to exercise a right of retention provided the counterclaim is based on the same contract relationship.

§ 5 Packaging

For the waiving of packaging separate agreements apply. If the customer so desires delivery is covered by transport insurance; the related costs are met by the customer.

§ 6 Delivery, Acceptance default, Delivery default

1. The beginning of the delivery time given by us presumes the clarification of all technical questions. Moreover, adherence to our delivery obligation presumes the timely and correct fulfillment of the customer's obligation. The exception of an unfulfilled contract obligation remains reserved. If the customer defaults on acceptance or deliberately breaches other obligations to co-operate, then we are entitled to demand the replacement of damage caused to us, including possible additional expenditure, in particular for necessary storage costs. Further claims are reserved. Provided the requirements, in accordance with the previous paragraph, are met, the risk of accidental destruction or deterioration of the purchase item is transferred to the customer at the time when this default on acceptance or debtor default is made.
2. In accordance with the statutory conditions we are liable, in accordance with § 286 para. 2 No. 4 Civil Code or § 376 Commercial Code, as the present purchase contract is considered to be fixed business. We are also liable in accordance with statutory conditions if, as a consequence of a delivery default created by us, the customer is entitled to exercise the right that his interests in the further contract fulfillment are represented.
3. Furthermore, we are liable in accordance with the statutory conditions if delivery default is due to a deliberate or grossly negligent breach of contract made by us; the fault of our representatives or fulfillment assistants is to be assigned to us.
4. If the delivery default is not due to a deliberate breach of contract by us; our damage replacement liability is limited to the foreseeable, typically occurring damage; the fault of our representatives or fulfillment assistants is to be assigned to us. We are also liable in accordance with the statutory conditions if delivery default due to us is based on the deliberate breach of an important contract obligation; in this case, however, the damage replacement liability is limited to the foreseeable, typically occurring damage. Moreover, we are liable in the case of delivery default for any completed week of default in the scope of a pro-rata default compensation amounting to 0.5% of the delivery value, however the maximum cannot exceed 5% of the delivery value.
5. Further statutory claims of the customer are reserved.

§ 7 Liability for defects

The defect rights of the customer presume that the latter has correctly complied, in accordance with § 377 of the Commercial Code, with the investigation and complaint obligations.

1. If there is a fault with the purchase item, the customer is entitled if he so desires to a remedy in the form of the rectification of the fault or the delivery of a new, fault free item. In case of fault rectification we are bound to carry the costs related to the fault rectification, in particular, transport, handling, work and material costs, if these are not increased by the fact that the purchase item has been delivered to a place other than the place of fulfilment.
2. If the fault rectification fails, then the customer is entitled to demand if he so desires, a reimbursement or reduction.
3. We are liable in accordance with the statutory conditions if the customer exercises his damage claims based on deliberate acts or gross negligence including the deliberate acts or gross negligence of our representatives or fulfillment assistants. If we are not accused of any deliberate contract breach then the damage replacement liability is limited to the foreseeable, typically occurring damage.
4. We are liable in accordance with the statutory conditions if we deliberately breach an important contract obligation; in this case however the damage replacement liability is limited to the foreseeable, typically occurring damage.

5. If the customer has a claim to replacement of the damage instead of the service, our liability is also limited in the scope of No. 3 to the replacement of the foreseeable, typically occurring damage. Liability due to deliberate injury to life, bodily injury, or injury to health remains unaffected; this also applies to mandatory liability in accordance with the product liability law.
6. If nothing else has been agreed, liability is excluded.
7. The limitation period for fault claims is 24 months from the time of risk transfer.
8. The limitation period in case of delivery regress remains unaffected in accordance with §§ 478, 479 Civil Code; it is 5 years from the time of delivery of the faulty item.

§ 8 Joint Liability

1. Further liability for compensation as foreseen in § 7 is, regardless of the legal nature of the claim exercised, excluded. This applies in particular for compensation claims due to deliberate acts concerning the contract conclusion, due to other obligation breaches or due to unlawful claims to the replacement of item damage in accordance with § 823 Civil Code.
2. The limitation in accordance with the previous paragraph No. 1 also applies if the customer, instead of making a claim to replacement of the damage or replacement of the service, demands the reimbursement of costs.
3. If the damage replacement liability related to us is excluded or limited this also applies as regards personal damage replacement liability of our employees, representatives and fulfilment assistants.

§ 9 Retention of title

1. We reserve title to and ownership of the purchased item(s) until the client has paid in full all amounts or claims arising from our business relationship, including all amounts and claims which arise in future, whether from contracts concluded simultaneously or at a later date. This reservation of title and ownership also applies to any approved credit balance as far as we have booked the claims against our clients into a current account.
2. The customer is bound, to treat the purchase item carefully; in particular he is bound to insure the item at his own costs against fire, water and theft damage, sufficiently for the nominal value. If maintenance and inspection work is required the customer must carry this out in good time at his own costs.
3. In case of third parties' distrains or other interventions the customer has to immediately inform us in writing so that we can file a suit in accordance with § 771 CPO (Civil Process Order). If the third party is not able to reimburse us for the statutory and extra-judicial costs of a suit in accordance with § 771 CPO the customer is liable for the loss incurred by us.
4. The customer is entitled to resell the purchase item in ordinary business dealings; he however cedes to us now all our accounts receivable regarding the final amount invoice (including tax), that are allotted to him from the resale to his buyer or third party, and that is independently of whether the purchase item has been sold with or without processing. The customer remains authorised for the collection of these accounts receivable even after cession. Our authority, to retract the accounts receivable ourselves remains unaffected by this. However, we are bound to not retract the accounts receivable provided the customer satisfies his payment requirements related to the collected redeemables, is not in payment default and, in particular, has made no application to open an insolvency proceeding or has gone bankrupt. However, if this is the case, then we can demand that the customer provides us with all the required information to file a suit, delivers the related documents and informs the debtors (third parties) of the cession.
5. The processing or conversion of the purchase item by the customer is always made by us. If the purchase item is processed with other objects that do not belong to us, then we acquire the joint ownership of the new item in relation to the value of the purchase item (final amount invoice including tax) for the other processed objects at the time of the processing. Moreover, for the objects created by the processing the same applies as for the purchase item delivered under reservation.
6. If the purchase item is definitively combined with other objects that do not belong to us, then we acquire the joint ownership of the new item in relation to the value of the purchase item (final amount invoice including tax) for the other combined objects at the time of the combining. If the combining is made in such a way that the customer's item is seen as the main item, then, as agreed, the customer transfers to us proportional joint ownership. The customer retains the resulting sole proprietorship or joint ownership for us.
7. The customer also cedes to us the insurance requirements for our accounts receivable that are accrued from the association of the purchase item with land against a third party.
8. We are bound to authorise the securities entitled to us at the request of the customer as the realisable value of our securities that exceed the requirements to be secured by over 10%; the choice of authorised securities is to be made by us.

§ 10 Competent court, Place of fulfilment

1. If the customer is a businessperson, the competent court is Neuruppin, however we are also entitled to sue the customer in the court of the location where he resides.
2. Only the law of the Federal Republic of Germany applies; the application of UN purchase law is excluded.
3. Unless something else is stated in the order confirmation, the place of fulfilment is Neuruppin.

(These General Sales and Delivery Terms and Conditions are a translation of the German version. In case of conflict the text and interpretation of the German version shall prevail)