

The following terms apply for all present and future contractual relations, unless agreed otherwise in writing, even if such is not referred to individually. Other terms only apply if these have been expressly approved by us in writing. Without approval they do not oblige use, even if we do not expressly revoke such terms. The buyer accepts these terms of sale and delivery, at the latest at the time of order confirmation, acceptance of goods (complete or partial delivery) and payment of invoice.

I. Conclusion of Contract

- Our offers are subject to confirmation. The order of the buyer in principle represents a binding offer. For our contractual binding, written confirmation is always required, or delivery of the goods on our part. Any amendments or supplements to the agreement, especially via our field force, are only valid after written approval has been received from us.
- Drawings, illustrations, measures, weights and other performance data are only binding if these have been expressly agreed in writing.
- Prices and terms specified in the offers are binding for us for a maximum of 30 days. Performances exceeding this period will be invoiced separately.
- If delivery is executed after more than 4 months after conclusion of the sale contract, any price increases which may have arisen during such time will be paid for by the buyer. We can withdraw from the contract without additional period of time, if the buyer does not accept the new price or the buyer asserts claims for fulfillment of performance or damages. In the case of deadline orders, the terms at the time of delivery apply.
- Unless otherwise agreed, our prices are ex-works and without packaging. All prices are in Euros plus VAT.

II. Delivery

- Delivery periods are specified by us as accurately as possible, without obligation. Delivery times agreed apply ex-works and will be observed where possible. Appropriate part deliveries are permissible.
- Delivery periods are extended if caused by events over which we have no responsibility, including strike and lock-out, power and water failure, no delivery from our suppliers, fire, war, natural events and transport difficulties, in so far as such events are verified to have considerable influence on the completion and delivery of the subject of delivery. The same applies if such events occur during the period of existing delay.
- If we are in delay with delivery for reasons for which we are culpable, the buyer must grant an additional delivery period of 4 weeks. In the case of goods ready for dispatch, the additional delivery period is 7 days. The additional delivery period can only be specified after expiry of the regular delivery period, and is calculated as of the day we receive written information from the buyer.
- The buyer is entitled to withdraw from the contract, should we be unable to deliver within the grace period.
- Delivery is made ex-works/warehouse, in all cases at the risk of the buyer. On request from the buyer, we will insure the goods at his cost against transport risks. We determine the manner of transport and route of transport.
- A minimum order value of €400,- applies for deliveries within Germany.
- Delivery is carriage paid and exempt from charges.
- Packaging material and equipment returned to us will not be reimbursed.

III. Terms of payment

- All invoices are to be paid within 10 days of the date of invoice with 2 % discount, or within 30 days, net.
- Bills of exchange are only accepted on special agreement. All costs for such are borne by the buyer.
- If payment is made later than 30 days after date of invoice or on agreed maturity of payment, default interest of 8% points above the basic interest rate will be charged. We are not obliged to any further delivery from any current contract before payment of the invoice amount due, including default interest. If the buyer is in default with a due payment or if there is a considerable deterioration in his financial condition, we can demand cash payment prior to delivery of the goods for all deliveries outstanding on cessation of the payment target: under the same premises, we can claim immediate maturity of all receivables – including bills of exchange. In addition, we are entitled, at our discretion and on exclusion of § 323 BGB (German Civil Code), to withdraw from this contract and other current contracts with the buyer, to claim damages due to non-fulfilment of contract, or to demand the return of the delivered goods without exercising the right to withdraw.
- The buyer is not entitled to a right to retention with regards to due payment obligations, or to offset these with counter claims, unless these counter claims are undisputed by us or have been successfully asserted at law. Offset against another payment is possible as long as this is synallagmatically linked with the main payment which is offset.
- Bills of exchange and cheques are only accepted on account of performance.

IV. Retention of title

- All goods delivered remain our property, even when paid but still at the buyer's, until full payment has been received of all, and future, claims from the business relationship including all ancillary claims – irrespective of their legal basis – and until payment of bills of exchange and cheques.
- The buyer is entitled to process and sell goods with our retention of title within the normal scope of his business. The buyer is not entitled to pledge or assign by way of security the goods under retention of title, or products made with said goods.
- By processing the goods the buyer does not acquire ownership pursuant to § 950 BGB. Processing by the buyer is made for us. If the goods under our retention of title are processed together with other goods under right of retention, we acquire co-ownership of the new product proportionately to the invoice value of our goods under retention of title to the other processed goods.
- The buyer assigns his claims to us concerning re-sale of the goods under right of retention proportionately, irrespective of whether the goods under retention of title are sold with or without processing, or to one or more buyers.
- The buyer ensures that a global assignment to another party does not exist at the time of conclusion of this contract. Until revocation, we authorize the buyer to collect claims from resale. Authorization to collect expires when the buyer stops his payments, if judgment is enforced by execution, if he is called upon by court to make an oath of disclosure, or if judicial or extra-judicial composition or insolvency proceedings are instituted concerning his assets. Our authorization to collect remains unaffected by the authorization of collection of the buyer. We will not collect claims, provided the buyer observes his payment duties. At our request, the buyer must immediately inform us of the debtors of claims assigned, and to give notice of the assignment to the debtors.
- Restrictions to our property and attachments of said property, which the buyer must immediately object to, must be informed to us immediately by registered mail. On our request, the buyer undertakes to provide us with immediate information or accounts concerning existing stocks of goods, on processing or combining of goods under retention of title with other goods, and on claims arising from re-sale.

- If the buyer does not fulfil an obligation to us, or if circumstances arise which make our rights appear to be endangered, we can immediately take back the goods under retention of title, without having previously declared our withdrawal from this sale contract or having set a period of grace for fulfilment of the respective obligation. In the case that we take back reserved goods while releasing the buyer from his obligations to accept the goods and pay the purchase price, we shall nevertheless be entitled to at least 25% of the invoice value for the reserved goods on the basis of non-fulfilment. Providing evidence of higher damages remains unaffected.
- Retention of titles is in this case subject to a condition subsequent, that on payment of all claims from business relations with the buyer, the goods we have a retention of title to pass on to the buyer, and also the claims assigned to him. If the value of securities due to us exceeds our claims by a total of more than 20%, we are obliged to release the securities on request from the buyer, provided their value exceeds the claims to be secured by more than 20%.

V. Guarantee

- We guarantee the faultless condition of our goods - with the exclusion of all further claims, e.g. claims for compensation of direct or indirect damages - in that we shall redeliver faultless goods in accordance with our conditions within a reasonable period of time. In the event of unsuccessful redelivery, the buyer shall be entitled to demand a reduction in the purchase price or choose to rescind the contract.
- Products we produce are normally produced, without warranty, in accordance with the quality and labelling regulations of RAL 040 A. Length dimensions include the tip. Deviations in quality due to normal business standards and technical unavoidability, as well as the appearance of the goods, do not entitle the filing of a complaint.
- The buyer is obliged to inspect the goods delivered by us immediately after delivery. If a defect is found, the buyer is obliged to assert such defects in writing to us immediately, at the latest within a period of 7 days after receiving the goods, and, in the case of hidden defects, at least 7 days after detection of such defects.
- We do not accept liability for barcodes (Barcode-No.) attached to our products with regard to their electronic legibility.
- Dimensional tolerances are possible for technical production reasons.
- Guarantee claims of the buyer become statute-barred after 12 months after transfer.

VI. Withdrawal, Liability

- In the event of non-fulfilment of our payment terms, or we come in possession of information casting doubt on the state of the buyer's finances, or if there is a significant deterioration in the financial circumstances of the buyer, we shall reserve the right to rescind the purchase contract subject to reservation of claims for damages.
- Liability on our part – irrespective of the legal reason – is excluded pursuant to respective laws. This also applies for any liability concerning legal regulations on data protection.

VII. General

- Place of performance of all mutual contractual duties arising from the delivery shall be Glinde, and place of jurisdiction for all disputes shall be exclusively Hamburg. With the exception of the unified Law on International Sales, the laws of the Federal Republic of Germany shall apply.
- If any parts of this contract become legally ineffective, the rest of the terms of this contract remain binding and unaffected.
- We herewith notify that we store data from the business agreement within the scope of permissibility pursuant to BDSG (German Federal Data Protection Law).
- Supplements or changes to this contract require the written form. All other supplements or changes shall be void. The same shall apply to the clause on written form.

Export Conditions

Delivery:

Ex works, fob german seaport or fob german airport from an order value of € 2.500,- (over-seas € 5.000,-). For deliveries in countries which don't belong to the pool of Euro pallets the pallets must be invoiced.

Terms of payment:

For initial orders payment in advance through banker's check, irrevocable letter of credit or cash against documents.

Prices:

All prices indicated in this pricelist are quoted net. For any discounts please refer to the Export department.

Conditions d'exportation

Livraison:

Ex usine, franco à bord du navire ou de l'avion d'une valeur d'ordre de € 2.500,- (outré-mer € 5.000,-). Aux livraisons dans des pays qui ne sont pas du nombre du Pool pour Europalettes il nous faut facturer les palettes.

Mode de paiement:

Pour le premier ordre il faut le paiement en avance par cheque bancaire, accordé irrévocable ou contre documents.

Prix:

Tous les prix indiqués dans cette liste s'entendent net. En ce qui concerne des rabats veuillez contacter le service des exportations.