

SALES AND DELIVERY CONDITIONS

Status: January 2021

The following terms apply to all our offers, sales, deliveries and services and become contractual content unless otherwise stipulated in writing. This also applies if these terms are not separately referred to in individual cases. The following terms also apply to all future business relations, even when not expressly agreed upon again.

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.

At the latest, the buyer acknowledges the terms of sale and delivery with the order confirmation, the acceptance of the merchandise (complete or partial delivery) or the payment of the invoice.

I. Conclusion of Contract

1. Our offers are subeacht 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.
2. Drawings, illustrations, measures, weights and other performance data are only binding if these have been expressly agreed in writing.
3. 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.
4. 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 fulfilment of performance or damages. In the case of deadline orders, the terms at the time of delivery apply.
5. Unless otherwise agreed, our prices are ex-works and without packaging. All prices are in Euros plus VAT.

II. Delivery

1. 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.
2. 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 subeacht of delivery. The same applies if such events occur during the period of existing delay.
3. 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.

4. The buyer is entitled to withdraw from the contract, should we be unable to deliver within the grace period.

5. 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.

6. A minimum order value of ?€800,- applies for deliveries within Germany.

7. Delivery is carriage paid and exempt from charges.

8. Packaging material and equipment returned to us will not be reimbursed.

III. Terms of payment

1. All invoices are to be paid within 10 days of the date of invoice with 2 % discount, or within 30 days, net.

2. Bills of exchange are only accepted on special agreement. All costs for such are borne by the buyer.

3. In the event of payment later than 30 days after date of invoice or after stipulated due date, default interest amounting to 9% points above the base interest rate as well as a default flat charge amounting to Euro 40.00 are charged.

We are in no way obligated to any further delivery resulting from any current contract before the invoice amounts due, including default interest, have been paid. If the buyer is in default of a payment due or if his/her financial situation worsens significantly, we can request cash payment prior to the delivery of the merchandise for all still outstanding deliveries with the term of payment becoming inapplicable.

On the same premise, we can immediately call in all outstanding payments – 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.

4. 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.

5. Bills of exchange and cheques are only accepted on account of performance.

IV. Retention of title

1. 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.
2. 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.
3. 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.
4. 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.
5. 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. The buyer's collection authority readily expires if the buyer suspends payment, if judgment is enforced against the buyer by execution, if the buyer is requested to provide information regarding his/her financial situation by a court of law, to disclose his/her financial circumstances or if judicial or extrajudicial settlement or insolvency proceedings are filed regarding the buyer's 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.
6. Restrictions to our property and attachments of said property, which the buyer must immediately obseacht 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.
7. 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.
8. Retention of titles is in this case subseacht 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

1. 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.
2. 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.
3. 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.
4. We do not accept liability for barcodes (Barcode-No.) attached to our products with regard to their electronic legibility.
5. Dimensional tolerances are possible for technical production reasons.
6. Guarantee claims of the buyer become statute-barred after 12 months after transfer.

VI. Withdrawal, Liability

1. 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 purchasecontract subeachct to reservation of claims for damages.
2. 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 prediction.

VII. Place of jurisdiction and applicable law

The place of performance for all mutual responsibilities resulting from the delivery transaction is Glinde and sole place of jurisdiction for all disputes is exclusively Lübeck. However, we are also entitled to file claims against the buyer at his/her place of general jurisdiction. Solely the laws of the Federal Republic of Germany apply to the contractual relationship between the buyer and us, even if the buyer's place of residence or business is located abroad. The application of uniform law on the international sale of goods as well as laws on the conclusion of international sales agreements for goods is excluded.

VIII. Severability clause, data privacy, written form requirement

1. The legal validity of the remaining contract is still valid, even if individual provisions of these terms are legally ineffective.

2. The buyer agrees that we process, in particularly store or transfer data pertaining to the buyer to a credit rating company, which we obtain in connection with the business relationship, taking the Federal Data Protection Act into account, insofar as this takes place in line with the purpose of the contract or is required to maintain our legitimate interests and there is no reason to assume, that the buyer's legitimate interest prevail the exclusion of the processing, in particular transmission of this data.

3. Amendments or additions to this contract must be in writing. If they do not comply with this contract, they are deemed void. This also applies to changing the clause on written form.

Export Conditions

Delivery:

Ex works, fob german seaport or fob german airport from an order value of Euro 2.500,- (over-seas Euro 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 Euro 2.500,- (outre-mer Euro 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, accreditif 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.