

The following terms and conditions shall apply to all deliveries and services - including future deliveries and services - unless otherwise agreed in writing between the contracting parties.

1. conclusion of contract

Orders shall only become binding for the Seller upon written order confirmation or upon issuance of an invoice. General contractual conditions of the buyer are hereby contradicted. They are not recognized even if they are not contradicted again after receipt by the seller. General or individual terms and conditions that contradict or supplement these terms and conditions shall only be binding if they are included in the contract or acknowledged by the Seller in writing.

2. jurisdiction and place of performance - law

Place of performance and jurisdiction is Mülheim a. d. Ruhr. The agreement on the place of jurisdiction shall also apply to the cases of § 38 para. 3 ZPO (German Code of Civil Procedure). The law of the Federal Republic of Germany shall apply exclusively. The shipping risk from the place of performance shall be borne by the Buyer, even if delivery carriage paid or free German station has been agreed. For all other obligations arising from the contract with regard to the place of performance, in particular for the delivery and handover of the goods by the Seller as well as the inspection of the goods by the Buyer in accordance with § 377 HGB (German Commercial Code), the place of performance shall be the European port of arrival for non-European goods which are delivered to the Buyer from this port of arrival and not via Mülheim an der Ruhr. If the goods are procured by the Seller from European-continental upstream suppliers, the place of performance for delivery and acceptance shall be the agreed place of destination.

3. licenses and permits

The contract is concluded subject to final and timely issuance of the required export and import license and/or other official permits necessary for the execution of this transaction. Force majeure and other circumstances beyond the Seller's control which make delivery difficult or impossible shall release the Seller from the performance of this contract. Claims for damages are excluded. In such cases, the Seller shall be entitled to postpone the delivery until the expiry of a reasonable period of time after the impossibility or inability has been removed, or to release itself from its delivery obligations. If the Buyer disputes the existence of these conditions, he shall be obliged to provide evidence. Otherwise, any compensation for damages due to non-performance or delay shall be excluded. If delivery becomes impossible for reasons as stated above, both parties shall be entitled to withdraw from the contract 3 months after the original delivery date has been exceeded. However, if the purchaser is in default of acceptance or if the risk has already passed to the purchaser, the purchaser shall remain obligated to counter-performance. The purchaser shall then not be entitled to a right of rescission.

4. goods - quality - quantity - type

The goods must be of sound and merchantable quality in accordance with the description. The seller does not guarantee that the goods are suitable for the use for which they are intended or used. Neither is he liable for hidden defects, defects inherent in the nature of the goods or other defects that appear after the goods have been worked in, or for damage that occurs during use during processing. In the event of quality differences, the Buyer shall neither be entitled to claim damages nor to demand replacement delivery or rescission. However, he may demand compensation for the reduced value, unless the seller agrees to take back the goods; in the latter case, the transaction shall be deemed cancelled to the exclusion of all mutual claims for damages. The Buyer shall then keep the goods at the disposal of the Seller at the place of destination and hand them over there. Complaints which are not received by the Seller within 7 days - outside the Federal Republic of Germany 14 days - after delivery of the goods at the place of destination are late and void. Complaints are also valid only if they are made in writing within the specified time and the goods are still in their original condition. A complaint does not release the buyer from the payment of the purchase price. Dimensional complaints will only be accepted if the difference demonstrably exceeds a tolerance of 3% downwards or upwards. In order to meet the deadlines specified in the terms and conditions, it is sufficient to submit the written complaint within the deadlines at a post office, whereby the date of the postmark is decisive, or by sending a telex.

5. transfer of risk

The risk shall pass to the purchaser or buyer upon dispatch of the delivery parts, even if only partial deliveries are made. If the dispatch of the goods provided is delayed at the request of the purchaser or as a result of other circumstances for which the seller is not responsible, the risk shall pass to the purchaser upon notification that the goods are ready for dispatch.

6. shipping

Unless there are special shipping instructions, the seller ships the goods to the best of his knowledge. The buyer is in any case obliged to accept the delivered goods. Delivery shall be made free station of departure at the expense and risk of the consignee. The Seller shall be entitled to make partial deliveries without obtaining the Buyer's consent. Each partial delivery shall be considered a separate transaction with regard to payment.

7. prices and payment

Unless another currency has been agreed, prices shall always be in euros. Payments shall be made in the invoiced currency. If other types of money and means of payment are accepted by the seller, he is hereby instructed to procure the invoiced means of payment. Any currency differences shall be paid by the Buyer immediately upon request. All increases in freight rates, exchange rates for foreign currency transactions, insurance rates, customs duties, taxes or other levy increases of any kind as well as import, export and customs regulations occurring during the term of the contract shall be borne by the Buyer. Invoices are payable in loss-free cash within 30 days net. Furthermore, an energy cost surcharge of 3.5 % per service is charged. An open target may not exceed 30 days after the start of the payment period. If the payment target is exceeded or if the payment date of the agreed payment is not met, default shall occur without reminder. From the day of default, interest on arrears shall be payable at a rate of 5% above the respective discount rate of the Deutsche Bundesbank. We reserve the right to charge a higher interest rate as damage caused by default. Instructions, bills of exchange or cheques shall only be accepted on account of performance. Collection and discount charges as well as exchange stamp fees shall be borne by the purchaser. Passing on and prolongation do not mean fulfillment. The acceptance of bills of exchange shall also not constitute a deferral of the purchase price claim. The seller may assert his rights under the purchase contract at any time. The purchase price is fulfilled if the recourse against the seller from the presented bills of exchange is excluded and these are fully honored. However, a bill of exchange settlement must be made within 10 days after the beginning of the payment period. The day of payment shall be deemed to be the day on which the Buyer has demonstrably dispatched the payment.

8. retention of title

The delivered goods shall remain the property of the Seller until the purchase price of all deliveries of goods within the business relationship, including all ancillary claims, has been paid in full - for example, in the case of payment by check or bill of exchange until the check or bill of exchange has been honored. Payments made against a bill of exchange issued by the Seller and accepted by the Buyer shall not be deemed to have been made until the bill of exchange has been honored by the Buyer and the Seller has thus been released from liability under the bill of exchange, so that the agreed retention of title (without prejudice to any further agreements) and the other rights of retention shall continue to exist in favor of the Seller at least until the bill of exchange has been honored.

Until then, the Buyer shall not be entitled to pledge the goods to third parties or to assign them as security. Insofar as the Buyer processes or transforms them, the Seller shall be deemed to be the manufacturer within the meaning of § 950 of the German Civil Code (BGB) and shall acquire ownership of the intermediate or final products. The Buyer shall then only be the custodian. The Buyer shall be entitled to sell the goods and the product manufactured therefrom in the ordinary course of business. The Buyer hereby assigns all claims against third parties arising from the resale or any other legal reason to the Seller as security, also to the extent that the goods have been processed. As long as the Buyer duly meets his payment obligations to the Seller, he shall be authorized to collect these claims for the Seller's account. However, the Seller shall be entitled to notify the purchasers to be named to him upon request of the transfer and to issue instructions. The Buyer shall notify the Seller immediately of any seizure by third parties of the goods delivered under retention of title or of the assigned claims. The right of ownership shall also apply to the forwarder to whom the goods are handed over at the request of the Buyer or at the instruction of the Seller. The goods subject to retention of title shall be handled with care and insured against fire and water damage.

Insurance claims arising in the event of damage shall take the place of the reserved property and the claims for proceeds assigned in advance. If the security provided by the retention of title exceeds the claim to be secured by 25%, the Seller shall release the paid delivery at his discretion. If, after the conclusion of the contract, the financial situation of the Buyer deteriorates significantly or if the Buyer declares that he is not in a position to fulfill his obligation in due time, the Seller shall be free to demand advance payments in cash in an amount to be determined by him or to assert his statutory rights (rescission, damages, etc.). In this case, the Buyer shall pay to the Seller all expenses and damages as well as lost profit. The Buyer is obliged to account to the Seller at any time upon request within the scope of this agreement and to provide information, in particular about the whereabouts of the goods and the proceeds.

9. rights in the event of default and defects; liability

If the delivered item does not have the quality agreed between the Buyer and the Seller or if the item is not suitable for the use assumed under the Buyer's contract or for the general use or if the item does not have the properties that the Seller could expect according to the Seller's public statements, the Seller shall be obliged to provide subsequent performance. This does not apply if the seller is entitled to refuse subsequent performance on the basis of statutory regulations. Subsequent performance shall take the form of rectification of the defect (repair) or delivery of new goods. The buyer must grant the seller a reasonable period of time for subsequent performance. The buyer is not entitled to reduce the purchase price or withdraw from the contract during the subsequent performance. If the seller has unsuccessfully attempted to rectify the defect twice, this shall be deemed to have failed. If the subsequent performance has failed, the buyer is entitled to reduce the purchase price or withdraw from the contract.