



## GENERAL SALES CONDITIONS

for goods and services

AGB V-0010

Version: B

Dated: Juli 2017

### § 1 general - scope

- (1) Our sales conditions apply exclusively. We do not accept any conditions of the customer that conflict with or deviate from our terms of sale, unless we have expressly agreed to their validity in writing. Our terms and conditions of sale shall apply even if we carry out the delivery to the customer without reservation, knowing that the customer's terms conflict with or differ from our terms of sale.
- (2) All agreements that are made between us and the customer for the purpose of executing this contract are set out in writing in this contract.
- (3) Our sales conditions apply only to entrepreneurs within the meaning of § 310 Paragraph 1 BGB.

### § 2 offer - offer documents

- (1) If the order qualifies as an offer according to § 145 BGB, we can accept it within two weeks.
- (2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". The customer requires our express written consent before passing them on to third parties.

### § 3 prices - terms of payment

- (1) Unless otherwise stated in the order confirmation, our prices apply "ex works", excluding packaging; this will be invoiced separately.
- (2) The statutory value added tax is not included in our prices; it is shown separately on the invoice at the statutory rate on the day of invoicing.
- (3) The deduction of cash discount requires a special written agreement.
- (4) Unless otherwise stated in the order confirmation, the purchase price is payable net (without deduction) within 30 days of the invoice date. The legal rules regarding the consequences of late payment apply.
- (5) The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us. He is also authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

### § 4 delivery time

- (1) The beginning of the delivery time specified by us requires the clarification of all technical questions.
- (2) Compliance with our delivery obligation also requires the timely and proper fulfillment of the customer's obligation. The exception of the unfulfilled contract remains reserved.
- (3) If the customer is in default of acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur, including any additional expenses. Further claims or rights are reserved.
- (4) If the requirements of paragraph (3) are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the point in time when the customer is in default of acceptance or debtor.
- (5) We are liable in accordance with the statutory provisions insofar as the underlying sales contract is a fixed transaction in the sense of Section 286 (2) No. 4 BGB or Section 376 HGB. We are also liable in accordance with the statutory provisions if, as a result of a delay in delivery for which we are responsible, the customer is entitled to assert that his interest in the further fulfillment of the contract has ceased.

- (6) We are also liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; the fault of our representatives or vicarious agents is to be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damage.
- (7) We are also liable according to the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable violation of an essential contractual obligation; in this case the liability for damages is limited to the foreseeable, typically occurring damage.
- (8) Other legal claims and rights of the customer are reserved.

### § 5 transfer of risk - packaging costs

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
- (2) Separate agreements apply to the return of packaging.
- (3) If the customer wishes, we will cover the delivery with a transport insurance; the customer bears the costs incurred.

### § 6 liability for defects

- (1) Claims for defects on the part of the customer presuppose that the customer has properly complied with his inspection and notification obligations owed pursuant to Section 377 HGB.
- (2) Insofar as there is a defect in the purchased item, the customer can choose between supplementary performance in the form of rectification of the defect or the delivery of a new defect-free item. In the event of rectification of the defect or replacement delivery, we are obliged to bear all expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, insofar as these do not increase due to the fact that the purchased item is located at a location other than the place of performance was spent.
- (3) If the supplementary performance fails, the customer is entitled to choose to request withdrawal or a reduction.
- (4) We are liable in accordance with the statutory provisions if the customer asserts claims for compensation based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of willful breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.
- (5) We are liable according to the statutory provisions if we culpably violate an essential contractual obligation; in this case too, liability for damages is limited to the foreseeable, typically occurring damage.
- (6) Insofar as the customer is entitled to compensation for damage instead of performance due to a negligent breach of duty, our liability is limited to compensation for the foreseeable, typically occurring damage.
- (7) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (8) Unless otherwise stipulated above, liability is excluded.
- (9) The limitation period for claims for defects is 24 months from the transfer of risk. This does not apply if the object of purchase is usually used for a building and has caused the defect.
- (10) The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected.



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### § 7 total liability

- (1) Any further liability for damages than provided for in § 6 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from fault at the conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with § 823 BGB.
- (2) The limitation according to Paragraph (1) also applies if the customer requests reimbursement of useless expenses instead of a claim for compensation for the damage.
- (3) Insofar as the liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, employees, representatives and vicarious agents.

### § 8 securing retention of title

- (1) We reserve ownership of the purchased item until all payments from the delivery contract have been received. If the customer behaves contrary to the contract, especially in the event of late payment, we are entitled to take back the purchased item. When we take back the purchased item, we withdraw from the contract. After taking back the object of sale, we are authorized to sell it, the proceeds from the sale are to be offset against the customer's liabilities - minus reasonable costs of sale.
- (2) The customer is obliged to treat the purchased item with care; in particular, he is obliged to adequately insure them against fire, water and theft damage at replacement value at his own expense. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.
- (3) In the event of attachments or other interventions by third parties, the customer must immediately notify us in writing so that we can bring an action in accordance with section 771 of the ZPO. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 ZPO, the customer is liable for the loss we incurred.
- (4) The customer is entitled to resell the purchased item in the ordinary course of business; However, he already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise from the resale against his customers or third parties, regardless of whether the object of sale has been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the receivables as long as the customer meets his payment obligations from the proceeds received, does not fall into arrears and, in particular, there is no application to open a settlement or insolvency procedure or payment has been suspended. However, if this is the case, we can request that the customer inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.
- (5) The processing or transformation of the purchased item by the customer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. For the thing resulting from processing, the same applies as for the purchased item delivered with reservation.
- (6) If the purchased item is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportional co-

ownership to us. The customer stores the resulting sole or joint ownership for us.

- (7) The customer also assigns to us the claims to secure our claims against him, which arise from the connection of the purchased item with a property against a third party.
- (8) We undertake to release the securities to which we are entitled at the customer's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is incumbent on us.

### § 9 Place of jurisdiction - place of performance

- (1) If the customer is a businessman, our place of business is the place of jurisdiction; however, we are also entitled to sue the customer at his place of residence.
- (2) The law of the Federal Republic of Germany applies. However, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (3) Unless otherwise stated in the order confirmation, our place of business is the place of performance.

### § 10 Online Dispute Resolution (OS) information

- (1) We are neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board. The European Commission provides a platform for online dispute resolution (OS), which can be found at <http://ec.europa.eu/consumers/odr>.