

General Terms and Conditions

I. General Terms

We sell exclusively according to the terms and conditions hereunder and will not accept any of the Buyer's terms and conditions, even if these conditions have not been explicitly contradicted by us. Should the Buyer's terms and conditions deviate from our terms and conditions, these terms shall not become subject of this agreement, even if we have not contradicted to them. Any deviating verbal agreements shall only be effective if presented in writing.

II. Quotation and Prices

Our quotations are not binding. Prices shall be effective ex works/warehouse, including freight and packaging. Our prices are base (net) prices (excluding VAT). We shall be entitled to increase our prices due to increased costs for raw material and wages/salaries incurred until the date of shipment and/or invoicing.

III. Deliveries

The Seller's obligation to deliver goods shall depend on the Buyer's absolute credit-worthiness. Should any information be received upon conclusion of this agreement, according to which the granting of a credit to the amount subject to this agreement is not completely without risk, or if any other facts should be stated, which may give rise to any doubt with regard to Buyer's credit-worthiness, such as, in particular, substantial weakening of the Buyer's financial standing, delinquent payments, bankruptcy, liquidation of business, passage of ownership, etc., or if the Buyer has pledged any items on stock, receivables, or any purchased goods, or furnished collateral security [of such goods] for other creditors, or of the Buyer has become delinquent in the payment of any sum due hereunder despite reminders, we shall be entitled to request advance payments or collateral (security) or to repudiate the agreement, or claim for damages due to non-performance of the agreement, or to request cash payment.

IV. Return Shipments

We shall be entitled to charge pro-rated costs amounting to 10% of the sales price, plus packaging costs, for any defective goods returned to us with our consent.

V. Risk

Risk of loss by accident shall be transferred to the Buyer with the date of shipment of goods from our factory/warehouse. The costs for the transport of goods shall be at the Buyer's risk, including all goods sold on the basis of f.o.b. or c.i.f. We shall be entitled to choose the means of transport.

VI. Delivery Dates and Acceptance

We shall not be liable for failure to meet the quoted delivery dates to any unforeseen circumstances or Act of God; the Buyer shall not be entitled to claim any legal consequences or for default or to withdraw from the agreement. The delivery date shall be extended appropriately by the time of duration of such unforeseen incidents. Should the fulfilment of the agreed delivery times become impossible or unreasonable for us, we shall be entitled to withdraw from the agreement. The Buyer shall not be entitled to claim damages in this case. Transactions where time is of the essence shall require an explicit written confirmation. Any call orders for partial deliveries shall be effected by Buyer early enough to enable us to fulfil our obligations in due form. Any additional expenses shall be borne by Buyer. We shall be permitted to delivery goods having slight differences in colour, weight, unit numbers and sizes within a tolerance of 10 percent. The costs of acceptance shall be borne by Buyer, if such acceptance shall be conducted according to special conditions.

VII. Complaints

Complaints shall be made in writing within one week from the receipt of goods. Any defects that cannot be stated within this period time, despite careful inspection shall be advised immediately. The effective period of claims shall be restricted to three months after the date of delivery. We shall accept all goods upon confirmation and acceptance of their defective condition, and we shall provide the appropriate replacement.

We shall also be entitled, in our sole discretion, to compensate [the Buyer] for the loss in value caused by the defective goods instead. Any further claims, including any claims for breach of contract or claims for indirect damages, shall be excluded. Our liability to pay damages subject to this agreement due to a default prior to or on the date of signing this agreement, or due to any other legal grounds within or beyond the terms of this Agreement, shall always be restricted to the payment of direct damages. We shall not be liable for any consequential damages, and our liability shall be restricted to the amount of the purchase price of the respective goods. The aforementioned provisions shall also be applicable to shipments of goods which are not subject to this Agreement. Any product liability shall be excluded.

VIII. Reservation of Ownership

All goods delivered by us shall remain our property until the full payment of all outstanding accounts – irrespective of any legal grounds – has been effected by the Buyer. This shall also be applicable to payments made in respected of specially designated receivables. As far as the current accounts are concerned, the goods under reservation of ownership shall serve as a security for the debit balance owed to us. The handling and processing of the goods under reservation of ownership shall be performed for us as the manufacturer in compliance with § 950 BGB (German Civil Code), without any obligation on our part. The merchandise processed shall serve as a security equalling the amount of the invoice value of the goods under reservation of ownership. If goods under reservation of ownership are processed, connected with or mixed with other goods by the Buyer, we shall become co-owners of the products thereof at the ratio of the invoice value of the goods under reservation of ownership to the value of the new products. This shall also include any expenses for processing, connecting/attaching or mixing. The Buyer shall assign to us his ownership rights to these products and shall store the products for us with the diligence of a prudent businessman. As of now, Buyer agrees to assign to us any claims resulting from the resale of the goods under reservation of ownership. At our request, the Buyer shall be obligated to notify any third party of the assignment in our favour, thereby stating the amount of our claim. The Buyer shall be entitled to sell the goods under reservation of ownership and any products created through the processing, connecting/attaching or mixing only in the normal course of business and only against payment in cash or by bill of exchange. Should the Buyer execute any bills of exchange or cheques or render any other services exclusively on account of performance, such payments shall not be deemed to be effected until the amount in cash has been received. Any payments in cash or by cheque in connection with finance bills executed by us as the drawer, shall not void or cancel our reservation of ownership.

IX. Payment

8 days 2% cash discount, 30 days net from the date of invoice. In all other cases, our invoices shall be payable within 30 days after the date of the invoice. Bank drafts can only be accepted on agreement and on condition that they are discountable for payment. The discount charges and stamp fees shall be borne by the customer (Buyer). If the term of payment should be exceeded, we shall be entitled to charge the customary bank interest rates. The Buyer's representatives or drivers shall not be entitled to accepting any payments or cheques. Buyer shall not be entitled to withhold any payments for whatever reason or to set payments off against our claims.

X. Place of Fulfilment and Jurisdiction

The place of fulfilment and jurisdiction for all agreements with us and for all our obligations, instruments or cheques, shall be VS-Villingen. In the event that the Buyer should not be a merchant with full commercial capacity, this clause shall also be applicable to any proceedings for recovering debts.

Should any individual provision or any part of any provision of this agreement be or become void, illegal or unenforceable, the validity of the remaining provisions thereof shall in no way be affected. Solely German Law shall be applicable.