

# GENERAL TERMS & CONDITIONS



## I. Application

1. Our deliveries and services shall take place, for the lack of a separate contractual agreement in text form, exclusively on the basis of these conditions excluding the applicability of any terms and conditions of the party ordering unless they have been expressly recognised.
2. These conditions shall apply for standing business relations also without direct reference for future business inasmuch as they are received by the party ordering for a previous order confirmed by us.
3. All offers are subject to confirmation inasmuch as they are not expressly stated as binding.
4. Orders only become binding on our confirmation of order.
5. Verbal declarations by our employees, vicarious agents or other representatives only become part of the contract on written confirmation.
6. Inasmuch as individual provisions are or become ineffective, the effectiveness of the other conditions is not affected. The contract parties undertake to find a regulation which most closely approaches that which was originally desired.

## II. Prices

1. The prices shall apply plus the statutory VAT in euro on the day of the delivery.
2. If the decisive cost factors are significantly modified within the course of four weeks of submission of the offer or after confirmation of order by at least 5%, we are entitled to reasonable adjustment to the agreed price.
3. For follow-up orders there is no binding to past price agreements.

## III. Payment conditions

1. Payments shall be made within 21 days of the date of invoice without discount.
2. Cheques and bills are only accepted on account of performance. Costs connected with this shall be borne by the party ordering.
3. Set-off and retention rights of the party ordering are only valid if the claim is undisputed or has been established with legal effectiveness.
4. If the agreed payment date is exceeded, interest of 8% above the base interest rate of the Bundesbank shall be charged unless we can prove a higher interest loss or the party ordering a lower one.
5. Consistent non-adherence to the payment conditions or the awareness of circumstances which could lead to serious doubts about the creditworthiness of the party ordering shall lead to immediate due date of our claims.
6. In addition, we are entitled to make outstanding deliveries and services dependent on the payment of advance payments or the provision of appropriate sureties or to withdraw from the contract after a reasonable period.

## IV. Delivery period

1. Adherence to the delivery periods agreed with binding effect, provided that we ourselves receive deliveries correctly and in good time, is dependent on all commercial and technical questions relevant for the execution of the order having been clarified between the contract parties, in particular the ordering party having adhered to all co-operation obligations for which he is responsible in good time such as obtaining in good time the necessary official notices and approvals, notification in good time and reachability for transport to the delivery and pick-up place, provision of material, staff or other auxiliary material or the payment of an advance.
2. In the case of any amendment to the contract after the confirmation of order has been sent, the date stated in the new confirmation of order shall apply exclusively.
3. A delivery period shall be regarded as have been adhered to on notification of readiness for shipping if shipping is delayed at no fault own or is shown to be impossible.
4. If an agreed delivery period is exceeded due to our own fault but neither intentionally nor gross negligently and if, from this, damage arises for the party ordering, he is entitled, excluding all other claims, after the expiry of a reasonable period of grace to demand lump-sum compensation for delay of 0.5% per week of the net value of that part of the delivery which, due to the delays, cannot be used in good time or in accordance with contract, in all however a maximum of 5%.
5. Withdrawal by the party ordering is ruled out inasmuch as he himself is in default of acceptance.
6. Non-adherence to the delivery period due to force majeure, labour unrest or other circumstances lying outside our sphere of influence shall lead to reasonable extension to the period of delivery. Independent of this, we are, in this case, in respect of the not yet fulfilled part of the contract, either fully or partly entitled to withdraw from the contract, even if the aforementioned circumstances arise during the delay or with a sub-supplier or vicarious agent.
7. An agreed delivery period shall be extended apart from this by the term of delay by the party ordering with his contractual obligations existing towards us.

## V. Shipping, freight

1. If the goods are shipped at the wish of the party ordering, the risk shall be transferred to the party ordering on loading. If goods are retrieved, the risk shall be transferred back to us only on arrival of the goods at the place of destination.
2. If the shipping of goods, which are ready for shipping, is delayed for reasons for which we are not responsible, the risk shall be transferred to the party ordering on despatch of the notice of readiness for shipping in text form or as a facsimile to him.

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3. If the party ordering does not accept the delivery without delay after notice of shipping and if shipping is put back at the request of the party ordering, we are entitled to store the goods at the expense of the party ordering.
4. In the case of delay of acceptance on the part of the party ordering, we reserve the right also of partial withdrawal or the assertion of damages alongside the rights from section 326 BGB.
5. On written request by the party ordering, the goods shall be insured at his expense against the risks to be described by him.

## VI. Hiring out reusable transport packaging

1. We are entitled to invoice the agreed hire price up to complete return of the empties or acquisition of ownership in the empties up to payment of the sales invoice also after the end of the hire period as compensation for use.
2. If the party ordering does not object to the notification of the empties accounts held by us, the party ordering shall recognise the empty balance notified to the party ordering as binding.

## VII. Sale of reusable transport packaging

1. The deliveries shall remain our property up to full payment. For current account, the reserved title shall be regarded as security for our balance invoice.
2. Any treatment or processing by the party ordering shall take place, excluding the acquisition of ownership, in accordance with section 950 BGB on our behalf. In this respect, we shall acquire proportional co-ownership. The party ordering is obliged to keep and secure the reserved goods for us meticulously.
3. The party ordering is authorised to resell the reserved goods in normal business operations under the proviso that he also agrees a corresponding reservation of ownership with his customers. The party ordering is not entitled to other disposals over the reserved goods, in particular any lien or transfer.
4. In the case of resale, the party ordering shall assign us up to fulfilment all rights and the claims against his customers arising from the resale together with all ancillary rights.
5. On our request, the party ordering is obliged to issue us without delay with comprehensive information about our rights towards his customers, handing us the corresponding documents.
6. If the value of the sureties existing for us exceeds our total claims by more than 10%, we are obliged on request by the party ordering in this respect to the release of sureties.
7. Liens and confiscation of the reserved goods by third parties shall be notified to us without delay. The costs arising from this shall always be borne by the party ordering inasmuch as they are not borne by a third party.
8. If we make use of our reservation of title by taking back the reserved goods, we are entitled have the goods sold or auctioned off by private contract. We shall take the goods back at the achieved price, at the most, however, at the agreed delivery prices. Further-reaching claims to damages, in particular loss of profits, are reserved.

## VIII. Liability for material damage

1. Information about the properties of goods and indication to technical norms in catalogues, brochures, advertisements, images and pricelists are only intended as a description, and, without any expressed reference in the confirmation of order or in the contract, do not represent an assurance or a guarantee of composition.
2. Deviations in colour do not in any way represent a defect.
3. No warranty for the hygienic harmlessness or genuineness of the products can be assumed.
4. In the case of consultation of the party ordering outside the existing contract duties, we shall be liable, with regard to the functionality and the suitability of the contractual object, only in the case of expressed previous assurance.
5. Complaints shall be made in writing without delay.
6. In the case of latent defects the discovery of which was not possible even with dutiful exercise of the duties of the party ordering in accordance with section 277 HGB, the complaint shall be made without delay after being determined.
7. All claims on account of defects shall become statute-barred 12 months after the transfer of risk inasmuch as in accordance with sections 438 sub-section 1 no. 2, 479 sub-section 1 and section 634 a sub-section 1 no. 2 BGB no longer periods are compellingly required.
8. In the case of substantiated complaints, the party ordering is entitled to demand subsequent performance, to reduce the price or to withdraw from the contract. A claim to subsequent performance does not exist if such is connected with disproportionate costs.
9. Further-reaching claims, in particular claims for expenses, compensation for damage due to defects or defect follow-up damage exist only in accordance with the stipulations of no. IX.
10. In respect to defects resulting during production, we are entitled to refer the customer to the supplier. We assign such defect warranty claims to the customer.
11. Incorrect improvement attempts by the party ordering or by third parties instructed by him or incorrect use, wear and tear or unsuitable custody shall lead to the loss of claims due to defects.
12. Recourse in accordance with sections 478, 479 BGB exists only on authorised availment by the consumer in the statutory scope but not, on the other hand, with regard to goodwill settlements, and require observance of the own duties of the person entitled to recourse in particular the observance of the obligation to notify.

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## IX. Liability

In all cases in which we are obliged, deviating from the envisaged conditions, due to contractual or statutory bases for claim for compensation for damage or expenses, we shall be liable inasmuch as we, our senior employees or our vicarious agents are guilty of intent or gross negligence or fatal injury, bodily harm or damage to health.

Liability, independent of fault, in accordance with the Product Liability Act and the liability for culpable violation of significant contract duties is not affected by this whereby the liability is limited to foreseeable, typical contract damage apart from cases of sentence 1.

Any modification to the onus of proof to the disadvantage of the party ordering is not connected with the above regulations.

## X. Place of performance, law, place of jurisdiction

1. The place of performance for deliveries and payments is our company headquarters Wörnitz for the lack of any expressed other agreement.
2. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is ruled out.
3. The place of jurisdiction is our company headquarters in Wörnitz.

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