

General delivery and sales provisions

1. Quotations

Our quotations are always subject to change; they are usually provided free of charge. The prices valid on the date of delivery plus the statutory value added tax apply.

2. Orders

- a) When orders are issued, our delivery and payment terms are considered to have been accepted in full. Differing conditions, in particular printed conditions on order forms, only apply if we have explicitly confirmed this; otherwise, the order confirmation is considered to be a new quotation at the following terms. If the buyer does not oppose this within 8 days, they are considered to have been accepted.
- b) Subsequent order changes can only be taken into account if the order has not yet been processed or material orders have not yet been made.

3. Delivery

- a) All information about delivery periods are non-binding but will be complied with if possible. The delivery period is extended without separate agreement by an appropriate period of time if there are defects of any kind in the business process or due to force majeure, e.g. strike, fire damage, delayed delivery of materials by our suppliers, or product changes. On notification of the ability to deliver, the delivery period is considered to have been complied with if the dispatch was impossible without the culpability of the deliverer.
- b) If there are unforeseen business defects of any kind, we can withdraw from the delivery whilst rejecting all replacement claims. We also accept no liability whatsoever for undertaking a covering purchase.
- c) Partial deliveries are permitted; they are to be considered an independent transaction. Differences arising from a partial delivery do not affect the unfulfilled part of the agreed purchase. In the event of the nullity of part of the contract, the remaining part remains valid.
- d) We reserve the right to deliver up to 10% more or less of the order quantity.
- e) The approval period for call-off orders is 6 months if nothing further has been agreed in writing.

4. Prices

- a) If nothing further has been agreed, our prices are understood as ex works including packaging.
- b) If the cost situation changes, we reserve the right to undertake a price adjustment if more than 3 months have passed since the order confirmation was issued.
- c) The delivering party is not bound to previous prices for new orders (=subsequent orders).

5. Shipping

- a) The shipment method is selected as we see fit; any higher costs incurred are borne by the recipient.
- b) Shipment, including for freight-free delivery, always takes place on the account of and at the risk of the ordering party.
- c) The costs of requested urgent or express delivery are borne by the recipient.
- d) We only conclude transport insurance at the special request of the recipient.

6. Complaints

- a) Complaints must be received by us directly in writing within a week of delivery to the destination (so not by third parties such as agents, representatives etc.).
- b) For justified complaints that we recognise, the goods can at our discretion be replaced or the lower value reimbursed. Conversion claims are excluded.
- c) Independent reworking and improper treatment result in the loss of defect claims. Only to defend against disproportionately large claims or if there are delays to resolving defects by the supplier is the ordering party permitted to make repairs after prior agreement with the supplier and to request the reimbursement of appropriate costs.
- d) No claims for damages of any kind whatsoever can be made. This also applies if the buyer or a third party incurs damages that are due to slight or gross negligence by us.
- e) The return of goods complained about can only take place with the consent of the seller.
- f) In the event of complaints about a delivery, the buyer's obligation to accept and pay for the goods remains in force. A discount agreed to for the buyer is to be repaid once payment has been made.
- g) On purchase of a sample or model, only the key characteristics of the sample or model are to be considered as assured.

7. Payment

- a) Payment must be made in cash or by transfer via a bank or other current account and only at the conditions stated in our quotation; payment is only valid if it is directed to us; otherwise, it requires our written confirmation.
- b) Bills of exchange and cheques apply if they are taken in place of payment and not as cash payment; they are accepted subject to settlement.
- c) Delays to payments and their consequences occur without a reminder on the day shown on the invoice date and payment terms. We are permitted to charge interest in the amount of 2% from the due date on the official bank discount rate on that day.
- d) Firms unknown to us and companies whose payment puts at risk the receipt of our claims will receive deliveries on receipt of payment in advance.
- f) If a debtor is in arrears with the payment of a due amount for longer than 10 days, all receivables from them are due for immediate payment. We are also released from other delivery obligations. This also applies in the event that bills of exchange or cheques accepted are subject to a protest.
- e) The customer cannot offset against the seller's receivables.

8. Retention of title

- a) The goods delivered remain our property until full payment and receipt of the funds from bills of exchange and cheques even if the "cheque-bill of exchange process" payment method is used. When processing the goods we acquire the ownership of the new item or if the goods are used with different suppliers the joint ownership of the new item in the ratio of the invoice values of the processed goods. The buyer is considered in this case to be the holder. Claim rights to third-party customers of our buyer arising from the resale of the goods subject to our retention of title are to be assigned to us against the purchase price receivable of the buyer.
- b) Access by third parties to the goods delivered under the retention of title or to the receivable assigned to us must be defended against by the buyer and notified to us immediately in writing.
- c) If the buyer hands over goods to us for processing, we receive ownership of these goods at least within the framework of the service that we have provided. The buyer assures us that the goods provided to us are owned by it and are free from the rights of third parties.
- d) The delivery remains our property until fulfilment of all of the claims against the ordering party, even if the purchase price is paid for specifically specified receivables. For repeat invoices, the retained ownership to the deliveries (retained goods) is collateral for our total invoice.
- e) The buyer must reimburse us for the costs incurred.

9. Tools

- a) Injection moulding, pressing or other moulds and tools that are produced by the supplier themselves or by a third party on their behalf are fundamentally their property when considering the suppliers' design service; the costs of manufacturing the moulds are borne by the ordering party.
- b) The supplier retains the moulds carefully for subsequent orders and maintains them. It is not liable for damage that occurs in spite of proper handling. The supplier only bears the costs of repair arising from normal mould wear. The storage obligation lapses if no other orders are received within 2 years of the last delivery.
- c) The supplier is not obliged to accept subsequent orders and not bound to prices that were agreed for a previous order.

10. Property rights

- a) If the supplier must provide objects to drawings, models or samples that were provided by the ordering party, the ordering party provides a guarantee to the supplier that the manufacture and delivery of the objects does not infringe the property rights of a third party.
- b) If the supplier is prohibited from manufacture and delivery by a third party referring to a property right belonging to them - without being obliged to check the legal situation - it is entitled whilst excluding all claims for damages by the ordering party to stop the manufacture and delivery and claim the reimbursement of the costs incurred.
- c) Samples or drawings sent in are only returned on request. If an order does not come into force, the supplier is entitled to destroy samples or drawings 4 weeks after submitting the quotation.

11. Place of fulfilment and place of jurisdiction

- a) The place of fulfilment for all rights and duties arising from our transactions as well as delivery and payment is Schalksmühle.
- b) The court of jurisdiction for all claims to which we are entitled from the agreed transaction and all claims related to the agreed transaction in a legal or economic context is at our discretion the Regional Court at Lüdenscheid or the Hagen State Court for bills of exchange & cheques.

12. Data protection

The customer is aware that we store data from the contractual relationship under Section 28 of the German Federal Data Protection Act for the purpose of data processing and we reserve the right to transfer this data if required to fulfil the contract to third parties (e.g. customs, official organisations, insurance companies).

13. Miscellaneous

We are entitled to process any data received concerning the purchaser with regard to or relating to our business relationship, no matter whether such information was received from the purchaser themselves or from third parties.

14. Severability clause

If individual provisions of this contract are ineffective or cannot be carried out or become ineffective or unable to be carried out after the contract has been signed, this does not affect the effectiveness of the rest of the contract. In place of the ineffective or unworkable provision, another effective or workable one is to be agreed whose effects come as close as possible to the economic purposes that the contractual parties followed with the ineffective or unworkable provision. The provisions above apply as appropriate if the contract proves to be incomplete.

15. Packaging

The buyer, acting as a commercial end user, assumes the obligation to properly dispose of the delivered transport packaging at their own expense in accordance to the legal provisions (VerpackG). The parties agree that the seller's obligation to take back such packaging, according to Section 15 (1) of the German Packaging Act (VerpackG) is excluded.