

General Business Conditions

For our deliveries, the following conditions apply to the extent that no other arrangements are expressly made in writing. Herewith any diverging conditions on the part of the buyer are excluded.

1. Scope of Delivery for the scope of delivery, our written order confirmation is decisive. Supplementary arrangements [side-agreements] and changes require our written approval. Any documents sent to you, such as sketches, pictures, weight specifications are only approximately decisive to the extent that they are not labelled as binding. We retain the copyright and ownership of drawings [or sketches] and other documents; they may not be shared with third parties. Drawings and other documents belonging to a proposal are to be returned to us without delay if the contract is not awarded to us.

2. Prices are subject to change and only become binding after we accept and confirm a contract, as with all other conditions and arrangements, including those made by our representatives, which only become legally efficacious through our written confirmation. We reserve the right to change the price, if, within 4 months of the order confirmation, the prices for materials, freight, or other production costs (wages, energy costs, etc.) change. The prices are valid ex works, to the extent that nothing else is arranged, including VAT in the legally prescribed amount. They do not include costs for packaging, delivery, freight, transportation insurance, unloading, and like costs; these costs will be calculated separately. Delivery proceeds ex works. Shipping proceeds at the risk of the receiver.

3. Payment is to be rendered in cash without any deductions immediately on receipt of goods, if no other arrangements are made. In the event of late or deferred payment, default interest will be calculated in the amount of 5% of the base interest rate according to §247 of the German Civil Code, amounting, however, to at least 10%. All public fees and charges applicable on the import of goods under federal, state, or other regulations are the buyer's responsibility. In the case of sales executed in non-German currency, the exchange rate applying to the non-German currency in exchange for German currency is, for the terms of the purchase, that which was recorded on the Frankfurt Stock Exchange on the day on which the order confirmation was received.

4. Term of Delivery. The term of delivery begins with the receipt of the order confirmation by the buyer, not, however, before the presentation of the documents, permissions, and releases due from the buyer, nor before the receipt of any deposit that has been agreed upon. Any changes requested by the purchaser post facto necessitate a corresponding extension of the term of delivery. The term of delivery is met, if readiness for shipment is communicated prior to the expiration of the term. The assertion of any damage claims owing to failure to meet the delivery deadline is excluded, to the extent that no gross negligence or premeditation can be demonstrated. In the event that we are hindered in the fulfilment of our delivery commitments by the occurrence of unforeseen events, which we could not prevent in spite of exercising all due and expected diligence in the case- and regardless of whether these events occurred on our premises or at one of our subcontractors- e.g. operational disruptions, shortage of raw materials, defects found in vital parts, or regulatory measures, then the term of delivery is automatically extended in the necessary extent, if delivery is not rendered impossible. If any of the above-named conditions do render delivery partially or completely impossible, then we are in that extent released from our delivery commitment. The same principle applies in the event of a strike or lock-out, to the extent that we or our subcontractors are affected. If in any of the above-named cases is extended or we are partially or complete released from our delivery commitment, then any rights to damage claims or right of withdrawal from the contract on the part of the purchaser is nullified.

5. Guarantee. Obvious defects are to be reported to us in writing without delay, at the latest within 8 days of delivery. Non-obvious, hidden defects are to be reported immediately, before 24 months have passed since the delivery date. When defects are reported properly and in a timely fashion, we will provide a replacement of our choosing free of charge or we will repair/ correct the defect within an appropriate period. If correction or provision of a replacement is not possible, the purchaser can demand a mark-down of the payment or withdraw from the contract. Further claims are excluded, unless they are based on premeditation or negligence on our part.

6. Retaining Ownership. We retain title and ownership on any items delivered according to §§449 of the German Civil Code, until the entire agreed-upon purchase price is paid in full. Our proprietary rights extend to all delivered items as long as an outstanding balance remains. Should the purchaser fail to meet his payment obligations, his ownership rights to the goods delivered is forfeited; he/ she is required to surrender the delivered items at our request; likewise we have the right to enter at any time the premises in which the items are located, seize and remove them without legal judgment or court determination in our favour. Any further damage claims are unaffected. Acceptance of an outstanding receivable in an account abstract does not constitute forfeiture of proprietary rights or title. The purchaser may neither take a bond against nor transfer ownership of the delivery item as security without our expressed permission. In the case of garnishment or confiscation or other legal claims made by third parties, we are to be informed immediately. The resale of the delivery items is permitted to the buyer in the context of his/her regular business operations. Claims against his/her customers deriving from this resale are ceded herewith to the company Anton Hurtz GmbH & Co. KG in advance. The purchaser is obligated to inform us of the names of his buyers and the amount of the claims owed to him from the resale on our specific request. If the sureties ceded to us exceed 120% of the realisable value of the receivable claims to be secured, the client has the right to a corresponding release from the excess sureties.

7. Non-transferability of contract rights. The purchasers may not transfer his/ her contract rights to others without our expressed permission. Should such a decision prove or become void by law, or be or become impracticable, the validity of other provisions remains unaffected.

8. Court of Legal Jurisdiction. In any conflicts deriving from the contractual relationship, any legal complaint is to be filed with the court having jurisdiction over our home office, if the purchaser is a registered trader, a legal person under civil law, or a public separate estate; this applies also to complaints relating to checks and actions on bills of exchange. We also have the right to file complaints with the purchaser's home office. German law applies exclusively, with the exception of those laws concerning the international sale of movable chattels, even if the purchaser's home office lies outside of Germany.

9. The Place of Fulfilment for all rights and obligations on both parts deriving from these business transactions is Nettetal.