

# Terms and Conditions of Delivery and Payment

## 1. Scope

These Terms and Conditions shall be deemed valid unless otherwise agreed in writing. **Deviating and conflicting Terms and Conditions shall not be deemed binding by us.** This shall also apply if we do not explicitly raise objection or if we carry out delivery without complaint.

## 2. Conclusion of Agreement

- 2.1. All quotations submitted by us are subject to change at any time.
- 2.2. All agreements, telephone calls, faxes and declarations made in connection with the Conclusion of this Agreement must be legally approved and signed off by us in writing in order to assume validity.
- 2.3. Terms and Conditions of Delivery and Payment defined by us shall apply exclusively, even in the events that the contractual partner submits or approves divergent Terms and Conditions. If deviating Terms and Conditions pertaining to the conclusion of this Agreement are negotiated, they must be drawn up in writing and must be approved by us.
- 2.4. As a rule, all documents, weight data, designs, etc. provided by us are deemed **only approximate**.
- 2.5. We shall reserve the right to effect changes in design, material and similar properties at any time before delivery, provided price, delivery and functionality are not impacted to the detriment of the customer.

## 3. Delivery Timelines

- 3.1. Delivery timelines specified in our quotations are generally applicable unless an interim clearance is effected.
- 3.2. Unless otherwise specified in writing, our delivery timelines are **non-binding**.
- 3.3. The delivery period specified may be extended by events beyond our control, including delayed collection.
- 3.4. Partial delivery is permissible if deemed reasonable by the contractual partner.

## 4. Despatch, Transfer of Risk

- 4.1. In the absence of specific customer instructions, despatch is effected at our considered discretion, but without necessarily guaranteeing the cheapest mode of transportation.
- 4.2. Risk is transferred to the customer once the item is despatched – even in the event of a partial delivery. All transportation, including carriage-paid delivery, is deemed to be at the customer's risk.

## 5. Prices

- 5.1. As a rule, **prices effective on the date of delivery** apply to all business transactions, even if the quotation specifies other prices. The calculation basis for the metal surcharges depends on the current exchange rates.
- 5.2. Prices are quoted ex-works and exclude packaging charges. In case of pick-ups, we will charge the packaging. As a rule, we accord consignments with an order value of below EUR 50.00 net a logistic lump sum of additionally EUR 50.00.
- 5.3. All payments by customers are to be remitted to our bank without any deductions whatsoever at the latest **30 days from the date of invoice**. We guarantee a discount of 2% on all payments received within 8 days of the date of invoice (domestic conditions apply). Discounts are not applicable to payments made by means of a bill of exchange, nor in the event of payment arrears. Sums below EUR 30.00 are payable immediately net within 8 days of the invoice being received.
- 5.4. Payments made to our account by cheque and by bills of exchange shall be deemed received only upon the issue of valid credit advice pertinent to the transaction. All bank charges, collection charges and interest rate charges are to be borne by the customer.
- 5.5. In the event of non-adherence to payment timelines, we reserve the right to levy a preferential interest rate of 3% over and above the prevailing statutory base interest rate, and at the minimum the debit interest rate calculated by our bank.
- 5.6. Customers may be issued a refund only in the case of undisputed or legally established claims, or if defects are glaringly obvious. The customer has the right to compensation only in the case of undisputed or legally established claims.
- 5.7. In the event of an obvious decline in the financial position of the customer, we reserve the right to withdraw from this Agreement if, upon our request, the customer fails to effect a security deposit within an appropriate time period.

## 6. Warranty for Defects

- 6.1. We are liable for defects and for the absence of warranted properties of goods inasmuch as we undertake to rectify the defective goods or to replace them with non-defective goods within an appropriate time span. **The choice between rectification of the defect and replacement delivery shall be retained by us.**

6.2. Our seller's warranties apply on the precondition that the customer, if deemed a merchant according to the German Commercial Code (HGB), has lodged a specific and detailed written complaint with us in consequence of visible defects in accordance with § 377 HGB within 10 days of receipt of the goods in question. Complaints pertaining to defects arising thereafter are to be similarly lodged within the same time period, calculated from the time at which they are apprehended.

- 6.3. We are bound by warranty only if the delivered goods are properly installed and out into operation in complete accordance with our instructions.
- 6.4. The customer has the right to withdraw from this Agreement or to request a reduction in prices if we are not prepared or if we are not in a position to correct the defects in question or – above all – if the correction of the defects extends beyond a reasonable time span for reasons occasioned by us.
- 6.5. We are liable for damages only in the event of intent and gross negligence as defined by legal regulations. Liability is limited to gross negligence and typically foreseeable damages, provided no basic contractual obligations are impacted or bodily damages incurred.
- 6.6. The warranty period effective for claims and rights in respect of defects – irrespective of the legal basis upon which they arise – is one year from delivery.
- 6.7. In the event of bespoke orders, we reserve the right to over-deliver or under-deliver by up to 10%. Returns are explicitly disallowed.

## 7. Retention of Proprietary Rights

- 7.1. The delivered goods remain our property until complete payment has been effected. The goods may then be re-sold by the customer in accordance with routine business norms. The customer is, however, to assign to us in advance all claims raised against a buyer or against a third party for the respective invoiced amount arising from the re-sale. The customer is authorized to collect these claims even after their assignment. At our request, the customer is to provide details of the amount of the assigned claim and of the debtor, to provide all information necessary for collection, to submit all associate documents to us immediately and to issue written notice of the assignment to the debtor, notwithstanding our right to issue written notice of the assignment to the debtor ourselves.
- 7.2. The customer is not entitled to transfer delivered goods to a third party as security, nor to pawn them.
- 7.3. In the event that the customer violates the Term of this Agreement – in particular by delaying payment, we are entitled to re-possess the goods without necessarily issuing notice.
- 7.4. The customer has to inform us immediately of any attachment and other interventions or claims.
- 7.5. If the goods are re-sold in conjunction with other goods that are not ours, the customer's claim against the buyer for the amount agreed between us and the customer as the delivery price is deemed assigned to us upon cessation of the Agreement.
- 7.6. In the event that goods delivered are damaged owing to faulty installation, the customer cedes the resulting claim for replacement to us.

## 8. Place of Fulfillment – Place of Jurisdiction

- 8.1. Place of fulfillment for all obligations derived from this Agreement is Hamburg, provided the contractual partner is deemed a merchant according to the German Commercial Code (HGB).
- 8.2. The exclusive place of jurisdiction shall be Hamburg, provided the contractual partner is deemed a merchant according to the German Commercial Code (HGB).
- 8.3. German legislation is applicable to the Agreement between the contractual parties with the exception of the reference rules of Private International Law and the UN Convention on Contracts for the International Sale of Goods.

## 9. Data Protection

We reserve the right to process customer data within the parameters of prevailing data protection laws.

## 10. Final Clause

Should a clause within these Terms and Conditions of Delivery and Payment become ineffective, the validity of the remaining provisions is to remain unaffected.

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