General Terms and Conditions

1. General

These terms and conditions apply to all orders placed in commercial dealings with entrepreneurs (Unternehmer as per § 14 German Civil Code (BGB)). Individual contractual agreements take precedence. The Customer's terms of purchase are hereby expressly rejected.

2. Offers

2.1 Our offers and cost estimates are non-binding and do not take effect until the order has been confirmed by us in writing.

2.2 Documents/records etc. relating to an order, such as pictures, drawings, details of weights and dimensions, only apply as approximations unless they are expressly described as binding. We reserve title and copyright to cost estimates, drawings and other documents/records etc.; these may not be made accessible to third parties.

3. Delivery

3.1 Consignments delivered must be as specified in our written confirmation of order. Accessories to be included in a delivery are noted in our sales documentation and/or offers. The right to deviate from such specifications due to model changes is reserved.

3.2 Goods which we are not obliged to take back may only be returned with our express consent. Such returns must in all cases be delivered to us free of cost, and EUR 20.00 will be charged for processing and storage. The Customer remains entitled to prove that the cost was less. We will not accept any returns of electrical/electronic components.

3.3 Goods supplied by us may only be exported, directly or indirectly, with our written permission. Any infringement of this term will entitle us to claim damages.

4. Delivery times

4.1 All delivery periods mentioned in our offers and/or order confirmations are non-binding and begin to run on the dispatch of the order confirmation, but not before the Customer has supplied the documents/records etc. and approvals/permits etc. required from it or before the receipt of any agreed deposit. Claims for damages due to non-binding delivery periods being exceeded are excluded. This does not apply if we confirm in text form a binding delivery date defined in terms of a calendar date.

4.2 If a failure to adhere to a non-binding delivery time or a binding delivery date is due to force majeure, e.g. general mobilisation, war, rioting or similar events, e.g. strikes, lockouts, etc., delivery times/dates will be extended appropriately.

5. Passing of risk

5.1 The risk passes to the Customer on dispatch by us, even if part deliveries are made or if we have undertaken to supply other items/services, e.g. transport costs or delivery.

5.2 If dispatch is delayed due to circumstances for which the Customer is responsible, the risk will pass to the Customer on the day when goods are ready for dispatch.

5.3 Part deliveries are permissible.

6. Prices and payments

6.1 Our prices in force on the day of delivery apply, plus statutory VAT.

6.2 A minimum charge of EUR 10.00 plus VAT will apply to deliveries of small numbers of units and/or of low value which do not represent part deliveries. It is therefore recommended that orders should be placed for goods which at least exceed this value.

6.3 Prices are ex-works/sales depot. If any other prices are to apply, they must be notified separately and/or expressly agreed.

6.4 If a period of grace is allowed for payments to be made or if they are made later than agreed, we are entitled to charge interest at 4.0% above the current ECB refinancing rate during the intervening period, without any formal notice of default being required. The Customer retains the right to prove that damages were less than this.

6.5 We reserve the right to require payment on delivery.

7. Terms of payment

7.1 Unless otherwise denominated, our invoices are payable net in EUR within 30 days of the invoice date. Repair invoices are payable net, immediately. The payment deadline will be deemed to have been met if the money becomes available to us at one of our banks before it expires.

7.2 Bills of exchange and cheques are only accepted conditionally as payment; the Customer must bear the costs of discounting and collection. Payment by draft must be agreed in advance. In the case of payment by cheque/draft, the agreed reservation of title applies until the bill is redeemed.

7.3 If the Customer's financial circumstances deteriorate substantially, all outstanding claims will become payable immediately.

8. Reservation of title

8.1 We reserve title to all goods supplied until all of our existing and future claims arising out of the business relationship have been settled in full, whatever their legal basis. If the value of all of our security rights exceeds the amount of all the claims secured by more than 20%, we will on demand by the Customer release a corresponding proportion of the security rights, to be selected by us at our reasonable discretion.

8.2 The Customer may only sell/dispose of reserved goods in the normal course of business and then likewise subject to reservation of title. This right will cease to apply if the Customer stops payments. The Customer hereby assigns to us with immediate effect all claims and associated subsidiary rights accruing to it as a result of such disposal/resale. These assigned claims are to serve as security for all claims pursuant to Subsection 8.1. The Customer is entitled to collect the claims assigned, as long as we do not withdraw this authorisation. The Customer is not entitled to dispose of claims in any other way, e.g. by assignment. The authorisation to collect will cease to apply, even without any express revocation, if the Customer stops payments. If the authorisation to collect is revoked or otherwise ceases to apply, we are entitled to collect receivables ourselves. The Customer undertakes to supply us with all information required for the collection of the claims assigned. It also undertakes to supply us with documents publicly certified at its own expense confirming the assignment of the claims.

8.3 Any pledging or assignment as security of goods supplied is prohibited. In the event of seizure by a third party, the supplier must be informed immediately.

8.4 In the event of a culpable breach of a substantial contractual obligation by the Customer, in particular in the event of late payment, we are entitled to take back goods following the issue of a formal warning; the Customer must hand over the goods. Neither the taking back of goods nor the enforcement of reservation of title nor the seizure of reserved goods by us represent a withdrawal from the contract, unless we have expressly declared such withdrawal.

9. Offsetting

9.1 The Customer is only entitled to offset claims of its own against our claims to payment if the former are undisputed or legally final and binding. It may only exercise liens and withholding rights to the extent that the claims on which they are based are undisputed or legally final and binding.

9.2 We are entitled to offset claims of our own against the Customer's claims.

10. Warranty and liability for defects or absences of guaranteed features in items supplied.

10.1 We reserve the right to repair or replace defective deliveries. The limitation period for claims based on defects in deliveries of movable items and/or works (excluding construction works) is 12 months from the statutory limitation period's commencement date (passing of risk).

10.2 In the event of a complaint, the Customer is only entitled to withhold a corresponding amount of payment if we expressly acknowledge the justification for the complaint or if there can be no doubt of its justification.

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Rechtsform: Aktiengesellschaft · Sitz der Gesellschaft: Oberndorf a. N. · Registergericht Stuttgart HRB 480918 · USt-Id./Nr. TVA/VAT: DE 185 575 062 · Steuernummer 150 502 00 94
Vorsitzender des Aufsichtsrates: Dipl.-Betriebswirt Norbert Mayr · Vorstand: Dipl.-Ing. (FH) Thorsten Bühl (Vorsitzender), Dipl.-Kfm. Dr. Felix Prothmann

Bankverbindungen	Commerzbank AG	Kreissparkasse Oberndorf	Volksbank Schwarzwald-Donau-Neckar eG
IBAN-Code	DE 10 6008 0000 0410 5205 00	DE 26 6425 0040 0000 8280 00	DE 47 6439 0130 0648 2220 04
BIC-Code	DRESDEFF600	SOLADES1RWL	GENODES1TUT

10.3 We must be allowed reasonable time and opportunity to rectify defects. If this is refused, we are to that extent relieved of our warranty obligations.
10.4 If we allow a reasonable deadline set for us to pass without rectifying the defect concerned, the Customer is entitled to rescind the contract or to require a reduction in the price.
10.5 The warranty does not cover normal wear and tear or damage suffered after the passing of risk as a result of incorrect or negligent handling, excessively hard use, unsuitable operating materials, exceptional external influences which are not envisaged by the contract or non-reproducible software errors. If the Customer or a third party carry out modifications or inappropriate repair work, no warranty will apply either to these or to their resulting consequences.
10.6 A new warranty period of 12 months applies to repairs, replacements or substitute services, to remain in force at least until the expiry of the original warranty period for the item concerned. For items which cannot be usefully operated due to the interruption, this period is extended by the duration of the interruption caused by the repair, replacement or substitute service.
10.7 Should it become apparent whilst rectifying a supposed defect that the problem concerned is not covered by our warranty, the Customer must bear the costs incurred.
10.8 We are under no obligation to rectify defects if the Customer does not meet its payment obligations.
10.9 The periods referred to in Subsections 10.1 and 10.5 do not apply where the legal provisions of § 638 German Civil Code (BGB) prescribe longer periods.
10.10 Any other warranty claims by the Customer against us or our vicarious agents are excluded; Section 11. However, this is without prejudice to any other liabilities.

11. Other liabilities

Claims for damages by the Customer, whatever their legal basis, based in particular on positive infringements of claims, on breaches of obligations applicable to contract negotiations or on tort, are hereby excluded. This does not apply to liability pursuant to the German Product Liability Act based on premeditation or gross negligence, based on the absence of guaranteed features, based on injury to life, limb or health or based on a breach of a substantial contractual obligation, i.e. a contractual obligation of which a breach jeopardises the achievement of the contract's purpose. Damages for breaches of substantial contractual obligations are, however, limited to foreseeable damages typical of the type of contract concerned, unless there has been premeditation or gross negligence. The above provisions do not imply any reversal of the burden of proof to the disadvantage of the Customer.

12. Our cancellation rights

12.1 If the Customer fails to make payments due within the framework of its business relationship with us on time, or if we become aware of a substantial deterioration of its financial circumstances (in particular compulsory enforcement measures against the Customer or the stopping of payments), we are entitled to require security to be provided before executing the contract. If the Customer fails to satisfy such a requirement, we are entitled to withdraw from the contract and charge the costs we have incurred.
12.2 We are also entitled to withdraw from the contract, subject to reasonable notice, if unforeseeable events within the meaning of Subsection 4.1 affect us or any of our own suppliers and/or it turns out later that it is impossible to execute the contract.
12.3 The Customer is not entitled to claim damages on the basis of such a withdrawal.

13. Place of performance and legal venue

13.1 The place of performance is 78727 Oberndorf a.N., Germany.
13.2 The legal venue is Oberndorf Local Court / Rottweil Regional Court.
13.3 This contractual relationship and its interpretation are exclusively subject to German law, with the rules applicable to conflicts of law and the UN Convention on the International Sale of Goods (CISG) being excluded.

14. Severance

Should any individual provision of the contract and/or these Standard Terms and Conditions be invalid or unenforceable, this shall not affect the validity of the contract or the remaining provisions. In such a case, a replacement provision must be agreed upon between us and the Customer which comes as close as possible to achieving the aim and purpose of the deleted one. The same applies accordingly to any omitted provisions.

☑ I hereby accept MAFELL AG's Standard Terms and Conditions.

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Signature of Customer

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Corporate Stamp

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Date

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