

# Standard Terms and Conditions of Sale and Delivery of Dorschel KG - Hellenhahn-Schellenberg

## 1 Application of the Standard Terms

All agreements and offers shall be made solely on the basis of these Standard Terms and Conditions of Sale and Delivery, which shall be acknowledged by issuance of the order or acceptance of the delivery. Differing, conflicting, or supplementary Standard Terms of Business shall not become a part of the contract, even if we are aware of them, unless we agree to their application in writing.

These Terms of Delivery and Payment apply for all future contractual relationships between the contracting parties without any explicit reference being made to this fact in individual cases.

## 2 Conclusion and modification of contract

- 2.1 Our offers are subject to change.
- 2.2 Supplements and side agreements shall require our written confirmation.
- 2.3 The customer is not authorized to assign the rights under this Agreement without our consent.

## 3 Prices and payment Terms

- 3.1 Unless otherwise agreed in writing, the prices indicated in the price list in force at the time of conclusion of the contract apply.
- 3.2 If the price list is changed between the signing of the contract and the scheduled delivery deadline, the list prices at the time of the order shall apply, unless otherwise agreed.
- 3.3 VAT tax in the statutory amount must be added to our prices.
- 3.4 The prices are ex Hellenhahn - Schellenberg.
- 3.5 Packaging, transportation, and ancillary costs as well as customs duties and other levies in connection with the delivery shall also be billed to the customer.
- 3.6 Packaging will not be taken back.
- 3.7 Unless otherwise agreed, invoices are payable with 2% discount within 10 days of the invoice date or net within 30 days. The date the payment is received shall be controlling. Settlement by advance payment is reserved.

## 4 Delivery Times

- 4.1 Partial deliveries are permissible within reasonable limits.
- 4.2 Delivery times/delivery deadlines shall be deemed to be approximations, unless they are expressly designated as binding.
- 4.3 Commencement of the delivery period indicated by us presupposes the clarification of all technical questions.
- 4.4 Compliance with our obligation moreover presupposes the timely and proper fulfilment of the purchaser's obligations, in particular compliance with the agreed payment terms. The plea of non-fulfilment of the contract remains subject to reservation.
- 4.5 Should non-compliance with the delivery period be attributable to force majeure, e.g. natural catastrophes of all kinds, including inclement weather, earthquake, flood, fire, volcanic eruption, war, civil commotion, revolution, terrorism, sabotage, etc., the delivery period shall be extended by the duration of the events causing the delay, insofar as the obstacles are demonstrably of not inconsiderable influence on the completion or delivery. This applies also if these circumstances arise for sub-contractors.  
In this case, no damage claims may be asserted.

## 5 Special Order

Custom-made special order are non-retournable

## **6 Transfer of Risk**

- 6.1 Insofar as no agreement to the contrary has been made the delivery will be ex works.
- 6.2 The risk, including the risk of confiscation, will be transferred to the customer in all cases.
- 6.3 The selection of the means of transportation is within our discretion.

## **7 Warranty and Compensatory Damages**

- 7.1 Our supplies have to be verified immediately upon arrival at destination. Incomplete or incorrect deliveries or obvious faults are to be reported to us in writing within 10 days of receipt at the latest. After this period, deliveries are considered as accepted.
- 7.2 Should the product be defective at the time of transfer risk, we will be entitled to fulfil our contractual obligation by removing the defect or by supplying a defect-free product in exchange for the defective product supplied. In cases where it is no longer possible to fulfil our obligation, where such fulfilment has failed or would be unreasonable for the customer, or where we have refused such fulfilment or allowed a reasonable period of notice set by the customer to expire without compliance, the customer will be entitled to reduce payment or withdraw from the contract at his discretion. Should the defect be of an insignificant nature, the customer will be entitled only to reduce the payment.
- 7.3 If the goods are handled or stored in a manner contrary to the requirements of our usage instructions or our special storage instructions, warranty claims are excluded.
- 7.4 The warranty period for all products is 12 Month.
- 7.5 In cases of wrongful intent or gross negligence-including the wrongful intent or gross negligence of our representatives or agents - we shall be liable in accordance with the provisions of law. In other respects, we shall only be liable for loss of life, bodily injury, or impairment of health or culpable breach of cardinal contractual obligations. "Cardinal contractual obligation" are those fulfilment enables the proper implementation of the Agreement and on whose fulfilment the contract partners may generally rely. Any claim for compensatory damages due to the breach of Cardinal contractual obligations is limited to direct, foreseeable, typical contractual losses. In particular, no compensation shall be paid for loss of production, interruption of operations, or lost profit. Even in cases of gross negligence, our liability shall be limited to foreseeable, typical contractual losses if none of the exceptions in Sentence 2 of this Paragraph applies.
- 7.6 Our liability under the German Product Liability Act remains unaffected.

## **8 Return of goods**

- 8.1 Returns of goods delivered by us require our prior written consent and need to be effected within 14 days of receipt of goods.
- 8.2 The goods must be unused, complete and in their original packaging. Procured items outside our stock are excluded from this right of return.
- 8.3 Goods with a delivery date is more than 12 months in the past will not be replaced.
- 8.4 Goods with an expiration date of six months or less will not be replaced.
- 8.5 With medical products, only batch - traceable goods in the original packaging with a delivery date no older than six weeks will be taken back.
- 8.6 Items that must have special storage conditions ( e.g. temperature) will generally not be replaced.
- 8.7 The costs of sending the goods back and the risk of loss, damage and destruction within the framework of the return will be borne by the customer. Non-free shipments will not be accepted by us.

## **9 Reservation of title**

- 9.1. The goods will remain our property until all claims in our entitlement from the business relationship with the customer are fulfilled. If the customer behaves in a manner contrary to the terms of the contract, especially in case of default in payment, we are entitled to take back the goods, which will be considered as a withdrawal from the contract.
- 9.2. The customer shall be entitled to properly use our goods for their intended purposes, as well as to process and install our goods in the ordinary course of business and sell and deliver them as a reseller.
- 9.3. During the existence of the reservation of title the purchaser shall not be permitted to effect a pledge or an assignment as security and the resale shall be permitted only to resellers in the ordinary course of business and only subject to the condition that the reseller receives payment from its customer or makes the reservation that ownership passes to the customer only when it has fulfilled its payment obligations.
- 9.4. In the case of pledges, seizures or other dispositions or interventions by third parties, the purchaser is obliged to notify us immediately to allow us to take legal action. Insofar as the third party is unable to reimburse us for the legal and extrajudicial costs of an action, the purchaser shall be liable for the loss incurred by us.
- 9.5. The customer shall maintain the items purchased in proper condition.

## **10. Place of Performance, Place of Jurisdiction, Applicable Law**

- 10.1 Place of performance and place of jurisdiction for disputes with merchant, legal entities under public law, or public-law special assets is Montabaur. In addition, we are entitled to sue the customer also at the place of its head office.
- 10.2 In addition, jurisdiction its registered office if the customer moves his residence or place of habitual abode or establishment outside of the purview of this law after signing the Agreement or is the customer's whereabouts is unknown at the time of the filing of the complaint.
- 10.3 The law of the Federal Republic of Germany shall apply exclusively. Application of UN Law on Contracts on the International Sale of Goods is expressly excluded.

## **11 Final Provisions**

Should one of the above provisions be or become invalid, the validity of the remaining provisions will remain unaffected by it.