

General Terms & Conditions

1. Conclusion of agreement

Offers/inquiries from customers are subject to change until the written order confirmation by us. Orders therefore only become binding upon our written confirmation; oral agreements are not yet effective in this respect and are therefore non-binding.

2. Technical data, documents, and confidentiality

2.1 Information from brochures, drawings, etc. is only binding if it is expressly confirmed by us with the order confirmation in the event of an order.

2.2 Construction drawings and detailed plans are subject to copyright protection. They are therefore to be returned to us at our request for execution. The customer is not entitled to disclose them to third parties.

In the event of a culpable breach of this confidentiality obligation, the customer owes us a contractual penalty of € 10,000 per violation.

2.3 We reserve the right to amend the design and shape of the delivery item to the extent that they are made by our contractual partners and these changes are reasonable for the customer.

3. Price, Payment, Default Interest and Security for Essential Components

3.1 Unless otherwise agreed, our prices are in euros ex works or from our delivery warehouse (in accordance with Incoterms 2010), i.e., excluding freight, customs, ancillary import duties, packaging, etc. Statutory sales tax is not included in our prices; it is shown separately in the invoice at the statutory rate on the day of invoicing.

3.2 Unless expressly agreed otherwise, payments for delivered goods must be made within 30 days from the date of the invoice without deduction, for payments within 10 days from the date of invoice with a 2% discount. However, discount deductions are only permissible to the extent that there are no undisputed invoices that are already due.

3.3 The purchaser is not permitted to offset or retain our claims unless they are undisputed or legally established claims.

3.4 Cheques and bills of exchange are only accepted on account of performance. After that, the payment obligation only expires after its successful and permanent redemption by us as the beneficiary.

3.5 If the customer is in default with his payment, we are entitled to default interest as well as compensation for the damage caused by the delay. From the date of occurrence of the default, a cash benefit between entrepreneurs is to be paid with interest at an interest rate of nine percentage points above the base interest rate according to § 288.2 of the BGB.

3.6 If parts delivered by us are connected to foundations or other essential components on the property, the customer is obliged to pay us 75% of the agreed remuneration in this respect before the start of installation.

4. Delivery dates and deadlines as well as acceptance

4.1 If a fixed delivery time has been agreed, it begins on the day of dispatch of our written order confirmation, but not before all essential details have been finally clarified at the execution. If a building permit is required, it shall commence upon notification by the purchaser that this permit has been granted. Insofar assembly costs must be incurred on our part with the delivery, the same conditions apply regarding completion.

4.2 Insofar as foundation work must be conducted by the customer before the start of assembly, the agreed production period shall only be counted from the date of the customer's notification that this preliminary work has been completed.

As soon as the assembly work has been completed by our specialist staff and the customer has been notified of this, the building is deemed to have been handed over and accepted, unless the customer notifies within a period of 10 days after completion of the assembly work, according to which he complains about errors in the assembly.

4.3 In principle, work performance requires acceptance to bring about the transfer of risk. Acceptance is the approval of the work associated with the physical acceptance of the work as a contractual service. Subject to the overriding provision in Section 4.2 of these Terms and Conditions, the mutual agreement shall exist in accordance with

Section 12 (4) VOB/B (2019), with the obligation to conduct a formal acceptance with an acceptance report.

In the case of a mere purchase contract, acceptance is replaced by the handover of the object of purchase.

4.4 Should work disputes and/or other events for which we are not responsible cause impediments to performance that are beyond our control, the agreed date will be postponed by the time caused by this disruption. In this case, the customer does not have any claims for compensation or compensation of any kind against us.

5. Retention of title

5.1 Due to our retention of title, we remain the owner of goods already delivered until full payment has been made by the customer. This retention of title is subject to the condition of the fulfillment of "all our claims" (regardless of the legal grounds), i.e. a current account reservation. According to the agreement, the customer only becomes the legal owner of the ordered item when he has settled all claims arising from the ongoing business relationships with us. In the event of the customer's insolvency, our goods do not fall into the insolvency estate.

5.2 In the event of default of payment, we are entitled to reclaim the delivered purchase item or the delivered parts. The customer obliged to hand over these items. However, the withdrawal does not yet mean the termination of the contract. Rather, we are entitled to claim costs incurred with this service despite the repossession of the items.

5.3 The Purchaser shall be entitled to resell the delivery item in the ordinary course of business. However, he hereby assigns all claims arising from the re-sale against the buyer or against third parties with all. Ancillary rights to us who accept this assignment, regardless of whether the goods subject to retention of title are resold without or after processing. However, we will only make use of this right against third parties if the customer does not comply with his payment obligation.

6. Guarantees of suppliers and applicability of the VOB/B (2019)

6.1 As a matter of principle, we pass on (assign) the guarantees granted by our suppliers. In any case, further guarantees require our special written consent.

6.2 If construction services are provided on our part, the contractual relationship is then primarily based on the VOB/B (2019) as the contractual basis.

7. Rights of defects

We shall be liable for compensation for damages or expenses in accordance with the statutory provisions, considering the restrictions set out in these Terms and Conditions of Sale and Delivery. Our liability for damages, regardless of the legal grounds, in particular from impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, is limited in accordance with these General Terms and Conditions of Sale and Delivery, insofar as fault is relevant in each case.

7.1 We are not liable in the event of simple negligence on the part of our organs, legal representatives, employees, or other vicarious agents, unless it is a violation of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item free of material defects in a timely manner, as well as duties of advice, protection, and care, which guarantee the customer the contractual

use of the delivery item or are intended to protect the life or limb of the Client's personnel or to protect their property from considerable damage. These exclusions and limitations of liability apply on the same scope for the benefit of our organs, legal representatives, employees, and other vicarious agents.

7.2 The agreed quality of the subject matter of the contract owed by us results exclusively from the contractual agreements with the customer. Samples, brochure information or written confirmed information resulting from other advertising material do not constitute an assumption of guarantees of durability or quality within the meaning of § 443 BGB. Changes and errors in the aforementioned documents are reserved. Illustrations are merely like the goods delivered. The reference to technical standards only serves as a description of services and is also not to be interpreted as a guarantee of quality. We reserve the right to make changes in execution, choice and design of materials, profile design and other changes that serve technical progress at any time within the scope of what is reasonable – even without prior notice.

7.3 If the term "guarantee" is used in our documents, particularly in catalogues, brochures and data sheets, and if this is confirmed in writing in accordance with Section 2.1 of these Terms and Conditions, this is an independent guarantee that is in no way connected with the statutory claims for defects.

7.4 Consulting services are free of charge, ancillary services to which we are not obliged, unless a separate additional order is placed for a fee.

7.5 The customer is obliged to check the delivery immediately upon receipt for transport damage, completeness, and freedom from defects. Transport damage, defects, incorrect or short deliveries as well as deviations from the delivery note or invoice must be reported to us in writing immediately, at the latest, within 7 days. Otherwise, the shipment is considered approved. In all other respects, Section 377 of the German Commercial Code (HGB) applies.

7.6 If a defect in the delivery already exists at the time of the transfer of risk, we are obligated at our discretion to remedy the defect or to deliver a replacement. This does not apply in the case of Section 478 (4) of the German Civil Code. In this case, the customer may, at his discretion, demand replacement delivery or remedy of defects. The customer must grant us reasonable time and opportunity to remedy the defect.

7.7 Claims by the Purchaser on account of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be excluded insofar as they are increased expenses because the object of the delivery has subsequently been moved to a place other than the Purchaser's establishment, unless the transport corresponds to its intended use.

7.8 Subject to the overriding provision in Clause 7.9, claims for defects shall become time-barred one year from delivery/acceptance. For defects in an item that has been used for a building in accordance with its usual use and has caused its defectiveness, the limitation period is four years from delivery/acceptance. This does not apply in the event of injury to life, limb or health for which we are responsible, in the event of a breach of duty committed by us intentionally or through gross negligence, in the assumption of a guarantee or the procurement risk and in the event of fraudulent concealment of a defect as well as in the case of § 479 (1) BGB. In these cases, the statutory limitation periods apply.

7.9 Claims for damages by the Purchaser due to a defect are exclusively and conclusively regulated in Section 8 of these Terms and Conditions.

8. Claims for damages

8.1 We are primarily liable in accordance with these General Terms and Conditions of Sale and Delivery as well as the statutory provisions if the customer asserts claim for damages based on intent or gross negligence on our part.

8.2 In the event of a negligent breach of a material contractual obligation, we are liable in accordance with the statutory provisions. Essential to the contract are those obligations whose fulfillment is essential for the proper fulfillment of the contract in the first place and on the compliance with which the customer regularly relies on and may rely. In this case, however, the claims for damage are limited to the foreseeable, typically occurring damage. However, the typical damage that occurs does not exceed 500,000.00 € and is limited to this.

8.3 Unless otherwise stated above, further claims for damages by the Purchaser, regardless of the legal grounds, shall be excluded.

8.4 The above limitations of liability do not apply to the extent that our liability is mandatory based on the provisions of the Product Liability Act, if life, limb or health have been injured or if claims for damages are asserted against us due to the lack of a guaranteed quality or if a defect has been fraudulently concealed. If a guaranteed quality is missing, we are only liable for damage, the absence of which was the subject of the warranty.

8.5 To the extent that our liability is excluded or limited, this also applies to the benefit of our employees, representatives, and vicarious agents in the event of direct claims by the customer.

9. Place of performance

For our deliveries, the place of fulfilment resulting from our order confirmation and the Incoterm used there (in accordance with Incoterms 2010) applies. In this respect, the place of performance is to equate with the place of delivery defined in the respective Incoterm (in accordance with Incoterms 2010). If no place of performance is specified in the order confirmation, delivery will be ex works (in accordance with Incoterms 2010) The place of performance for all other obligations arising from the delivery relationship is – unless otherwise stated in the order confirmation – our place of business.

10. Final Provisions

10.1. The place of jurisdiction for all disputes arising from the business relationship between the Seller and the Client is, at the Seller's discretion, the Seller's registered office or the Client's registered office. For lawsuits against the seller, Hamm/Westf. (Germany) exclusive place of jurisdiction. However, we are also entitled to file a lawsuit at the customer's headquarters. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this regulation.

10.2. The relations between the seller and the client are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

10.3. To the extent that the contract or these General Terms and Conditions of Sale and Delivery contain gaps in the provisions, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had regulatory gap. Should any provision of this contract or these General Terms and Conditions be or become invalid, void, or become void, the validity of the remaining provisions shall not be affected. In place of the invalid/void provision, the parties will make such a provision that comes closest to the purpose intended by the invalid/void provision.

10.4 In accordance with the Data Protection Act, it is pointed out that we store data about our business relationship and this contract and use it in the context of our business cooperation.

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