

General Terms and Conditions of Sale, Delivery and Payment

Section 1 – General

1. In addition to the special terms listed in the quotation, the present transaction and all future transactions are strictly governed by the terms of delivery and payment below. Any terms and conditions of purchase of the Purchaser are rendered ineffective by the acceptance of the order confirmation.
2. Business agreements made by phone, telegram or by our representatives require the Supplier's written confirmation in order to be legally valid.
2. Technical modifications to tools and articles which improve the functionality of the moulds and tools and/or the articles manufactured using these may be made at any time.

Section 8 – Liability and restrictions on liability

1. The Purchaser warrants that the goods it has ordered do not infringe the property rights of third parties, and indemnifies the Supplier against all claims for damages arising from these. Samples provided to the Customer must be approved in writing by the Customer before the order is placed. We assume that our packaging materials will be checked for their compatibility with the product in terms of their intended purpose. The Customer shall be liable accordingly for any reciprocal effects between the packaging materials and the products they contain that become known subsequently.
2. The Supplier limits its liability on account of all claims for damages directed towards it to intent and gross negligence. This applies in particular to statutory representatives, vicarious assistants and other persons on the basis of their responsibility for default, for the initiation of contract negotiations or tortious claims.
3. Strikes, lockouts, suspensions of operations and all other events which substantially restrict the Supplier's production give the latter the right to withdraw from the agreement. A substantial change in the currency situation shall also be deemed to be an event of this kind.

Section 2 – Documents provided

1. All catalogues, sample books, price lists and other sales documents that have come into the possession of the Purchaser remain the property of the Supplier and must be returned on request in the event of no business relationship coming about. These documents must not be made accessible to third parties unless we issue our express consent.

Section 3 – Delivery / delivery times

1. Communications about delivery times that are not expressly agreed do not count as a contractual promise. In the case of orders for call-off or successive delivery, the acceptance of the goods sold must take place at the latest within 12 months on dates and in quantities that are distributed approximately equally over the acceptance period. The acceptance of the goods is a primary obligation of the Purchaser.
2. Every partial delivery counts as a transaction that must be billed separately.
3. Discrepancies in deliveries of up to 2% over the agreed amount are permitted. Similarly, discrepancies of dimensions, contents, weights and colour caused by manufacture are also permitted. The Supplier provides information about the dimensions and weight of the means of transport and packaging in all conscience. No guarantee is thus accepted of precise adherence to these.

Section 4 Transport costs / Transfer of risk

1. All goods are shipped ex works Steinräum 10, 96524 Föritz (in accordance with EXW regulations Incoterms®2010) at the expense and risk of the Purchaser irrespective of whether the delivery takes place carriage paid, ex works or ex warehouse. Transport and shipment costs are shown separately on invoices. No liability is accepted for breakages, damage or loss during transport. If delivery carriage paid has been agreed, the carriage must be paid by the Purchaser/recipient.

Section 5 – Prices and payments

1. Our prices remain strictly subject to change unless otherwise stated in the quotation (binding clause). We reserve the right to change our prices appropriately if cost reductions or cost increases make this necessary. In justified cases, this also applies to articles that form part of a framework agreement containing fixed prices.
2. Unless otherwise agreed to the contrary in writing, our prices are ex works including packaging. Statutory value added tax should be added to all our prices even if it is not stated separately in the quotation. The corresponding regulations on tax apply to foreign transactions.
3. All payments must be made in euros.
4. Unless otherwise agreed, a payment period of 30 days from the date of invoice applies. 2% discount is granted for payment of the invoice amount within 10 days.

Section 6 – Default of payment / Reminders

1. The Purchaser is automatically in default of payment if the payment date is exceeded. From this date, interest on late payments shall accrue in all events in the amount of 9% above the respective base rate of the European Central Bank unless the Supplier furnishes proof that higher credit costs have been incurred. The Purchaser can only set off the Supplier's claims against claims that have been established as having legal force or acknowledged. The Supplier can, at its discretion, allocate every payment from the Purchaser to the oldest invoice still outstanding. Statements by the Purchaser as to the purpose of such payments shall not prevent this. Reminder fees of EUR 40 are charged for reminders of default of payment. (See Directive 2011/7/EU on late payments, Article 6)
2. Default of payment or other breaches of contract give the Supplier the right without advance notification to withhold its further deliveries or request advance payment for all deliveries still outstanding. In all other respects, Section 326 BGB [*German Civil Code*] applies. If, for the above reason, goods that have already been called off and produced are not delivered, the Supplier shall have the right to sell these for the best price, and the Purchaser shall renounce all assertion of any proprietary rights.

Section 7 – Tools / tooling costs

1. The Purchaser shall bear the costs of manufacturing, procuring, modifying, repairing or providing tools. The Supplier shall retain ownership of moulds and tools and all associated copyrights even after payment. This shall not apply if the Purchaser provides manufacturing moulds or tools of its own for the execution of its order without the Supplier having substantially modified these. Any exclusive right to be supplied with the products manufactured from the moulds must be expressly agreed with the Purchaser. The Supplier undertakes to keep the tools that have been completely paid for by the Purchaser ready until their natural deterioration, at the latest, however, for a period of two years from the last delivery.

Section 9 – Warranty and notification of defects

1. Complaints can only be taken into account if they are made immediately, but at the latest within three days of receipt of the goods. The shipment of the goods to third parties is deemed to be acceptance of the goods without reservation.
2. If, despite all the care taken, the delivered goods should exhibit a defect that was already present at the time of the transfer of risk, the Supplier shall – subject to the defect being notified in writing within the due deadline – rectify the defect or deliver replacement goods. We must always be given the opportunity of supplementary performance within an appropriate period. The parts that have been replaced shall return to the ownership of the Supplier. If the Supplier allows a period of grace that has been set for it by the Purchaser to expire without having rectified the defect, or if the supplementary performance or replacement delivery should fail, the Purchaser can demand rescission or a reduction in price. Claims for recourse remain unaffected by the above provision without restriction.
3. Claims in respect of defects expire 12 months after delivery has taken place.
4. So-called certified deliveries do not represent any assurances as defined in Sections 463, 480 Para. 2 BGB and do not override the obligations of inspection and notification of defects as referred to in the HGB [*German Commercial Code*]. Even if the Supplier provides any actual information in certificates as to the dimensions, weights or a particular characteristic, it can – in the event of a discrepancy – still invoke a negligible reduction in the value or suitability of the product. The certificate provided by the Supplier discloses the organisation of its internal quality control to the Purchaser, and constitutes an additional service.

Section 10 - Retention of title

1. The goods supplied remain the property of the Supplier until all claims from the business relationship have been paid in full. If goods that are subject to retention of title are processed or treated, the Supplier shall be deemed to be the manufacturer and shall acquire ownership of the interim and end products. If the goods that are subject to retention of title are combined, mixed or blended with other goods and, as a result of this, the Purchaser acquires sole ownership of the new item, the Purchaser and the Supplier agree that the Purchaser shall grant the Supplier joint ownership of the new item in the ratio of the value of the goods that are subject to retention of title to the end product. The Purchaser can resell the Supplier's goods that are subject to retention of title or the jointly owned goods in the normal course of business. The Purchaser hereby assigns its claims from the resale of these goods to the Supplier. At the Supplier's request, the Purchaser must provide it with the details that are necessary for the collection of the claim that has been assigned to the Supplier, and hand the Supplier a list of the Purchaser's debtors. The Supplier is entitled to disclose the assignment to the debtors. The Purchaser undertakes to grant the Supplier's authorised agent access at all times to the place in which the goods are stored.

Section 11 – Miscellaneous

1. The goods are in accordance with the rules that apply to preferential goods transactions between EU and EFTA countries. The country of origin is the EU (Federal Republic of Germany, Thuringia). If the goods do not correspond to these rules, they are labelled "No certificate of origin". As the manufacturer and exporter of the goods, the Supplier declares that, unless stated otherwise, the goods are preferential goods originating in the EEA.
2. Föritz is deemed to be agreed as the place of performance. At the Supplier's discretion and depending on the value in dispute, the place of jurisdiction shall be either the district court in Sonneberg or the regional court in Meiningen with local competence for the matter. German law exclusively applies.
3. The ineffectiveness of one provision shall not affect the effectiveness of the other provisions. An ineffective provision shall not be omitted without replacement, but shall be replaced by a provision which reflects the original economic objective and purpose as closely as possible and is effective.
4. We will store your details for internal use in accordance with Section 23 BDSG [*Federal Data Protection Act*].