

Terms of supply and payment

1. Quotes are always non-binding and subject to confirmation. Invoices are based on the prices valid on the day of delivery. Orders shall only be considered accepted if we confirm them in writing, regardless of whether they are placed directly or through a representative. Likewise, any additions or guarantees made verbally require written confirmation to become effective. If prices increase between the time of the transaction and the delivery of the product, we shall be entitled to increase the purchase price.

2. Delivery dates are respected, where possible. We are entitled to make partial deliveries and issue partial invoices.

The delivery date may be accordingly postponed for the following reasons: force majeure and any related events, political and economic disruptions, especially strikes, lockouts and a lack of raw materials or vehicles, and other disruptions in operations or supplier operations. It is not possible to claim for damages due to delayed delivery.

3. The risk and cost of delivery shall be borne by the customer, even if prepaid delivery has been arranged. Shipments shall be insured against damage during transportation and invoiced as such. Carriage on orders worth over €1,200 is paid to the location of receipt.

Orders under this amount are supplied ex-works. Transportation charges shall be borne by the recipient.

If the product is delivered by lorry, this shall be done to our customer's curbside. Costs for deliveries over this distance shall be borne by the customer. The delivery method remains at our discretion.

4. Terms of payment

- a) upon collection: net amount due immediately
- b) within 14 days: net amount due from the invoice date

In the event of late or deferred payment, the usual interest is due. The customer is not permitted to withhold any amount due because of counter-claims of any kind, or any other reasons. Bills of exchange and cheques are only valid as payment after they have been cashed.

5. When accepting the order, bill of exchange or cheque, the fact that the customer has a sound credit rating is taken as given. If information obtained at a later date raises doubts on this matter, the supplier shall have the right to ask for advance payment, cash payment or a guarantee, at their own discretion, or they may withdraw from the contract.

The burden of proof for a sound credit rating shall always lie with the customer.

6. Reservation of title The product shall be delivered under reservation of title as per § 455 of the BGB (Bürgerliches Gesetzbuch, German Civil Code), with the following additions. The seller shall retain ownership of the product until full payment has been received, including any outstanding future claims of the seller against the purchaser during the business relationship. The purchaser's claim from the future sale of the product is assigned to the seller.

The assigned claim only serves as a security for the seller up to the value of the respective product sold. The purchaser shall only be entitled and authorised to sell the product on providing that the claim for payment of the purchase price from the resale is passed on to the seller, as per item 4.

The purchaser shall not be entitled to any other remuneration for the product. Despite assignment, the purchaser shall be authorised to collect the claim from the resale. The seller's authority to collect shall not be affected by the purchaser's authorisation to collect. However, the seller shall not actually collect the claim if the purchaser duly complies with their obligations to pay. Upon the seller's request, the purchaser must notify the seller of the identity of the debtor for the assigned claim and inform the debtor regarding this assignment. The reservation of title, as per these regulations, shall remain if individual claims of the seller are included in a running account and the balance is determined and acknowledged. The seller's reservation of title is conditional upon the fact that, when all claims of the seller within the scope of the business relationship are paid in full, ownership of the reserved product shall be automatically transferred to the purchaser and any assigned claims shall also immediately pass to the purchaser.

7. Notice of defects If any defects are identified, complaints in this regard are only considered when lodged in writing within the 3 days following receipt of the product. Any minor deviations in dimensions, form or colour are not considered grounds for a complaint, nor do they provide reason for payment to be withheld. Any damage caused when the product is transported by rail must be indicated on the consignment note by those involved in the rail transport. The rail authorities require 'inadequate packaging' to be specified on the consignment note and there is no reason to refer to this note in the event of damage. If it has been acknowledged that a complaint is justified, it is at our discretion to either properly produce the product or to make a replacement delivery; however, we may also ask for the recipient to immediately resolve the issue themselves at our cost. It is not possible to make any other claims, especially those for rescission, reduction in price, damages or substitute purchases. The same shall apply to replacement deliveries. It is not permitted to return rejected product without having first received our express approval to do so.

8. The place of performance for delivery and payment shall be Cologne. For any disputes arising as a direct or indirect consequence of this contract, including as a result of bills of exchange or cheques, the district court of Cologne shall be the exclusive competent court, irrespective of the amount in dispute.

9. If an order is placed, the terms of sale and delivery indicated above are implicitly accepted.

10. Customer terms of delivery and payment which deviate from those specified above shall not be recognised.