



terms and conditions

General terms of payment and delivery

1. General

All deliveries, work services and ancillary services are based on the following general terms of payment and delivery, which are accepted by the customer by placing the order, at the latest by accepting the service. Purchasing conditions or other general terms and conditions of the customer are expressly rejected and only become part of the contract if and to the extent that they have been acknowledged by us in writing. Should individual provisions or parts of provisions of this condition prove to be invalid, the validity of the remaining provisions or parts of provisions shall remain unaffected. The ineffective clause shall be replaced by a provision which corresponds in a permissible manner to the will of the parties expressed in the ineffective clause.

2. Offer

Orders placed with us are a binding offer. If official or other permits have to be obtained in order to fulfil the contract, this is one of the customer's tasks. Our invoices are both order confirmation and dispatch notification. We reserve the right to store personal data for the processing of orders. Our offers are subject to change, delivery options remain reserved.

3. Delivery, obstacles and deadlines

Non-compliance with firmly agreed deadlines or periods does not entitle the customer to assert claims for damages, unless the delay was caused intentionally or through gross negligence. The order confirmation is decisive for the scope of services. We shall determine the packaging, the mode of dispatch and the route of dispatch to the best of our judgement. If an ordered article is not available, we are entitled to refuse performance. In the event of default in acceptance, we have the right to demand all associated costs for futile preparatory work, delivery, storage, etc. . All deliveries are at the expense and risk of the recipient.

4. Performance reservation

We reserve the right to either withdraw from the contract and demand damages instead of performance or to deliver or take action only after prepayment or cash on delivery in the event of suspension of payments or arrears in payment, in the event of insolvency and applications for settlement as well as in the event that enforcement measures against the customer become known. If the customer refuses to pay in advance, we shall be entitled to withdraw from the contract and claim damages instead of performance.

5. Prices and payment

Our prices are ex works, they are net prices plus currently valid value added tax. Payments are due within 20 days net cash. Invoices for work services cannot be discounted. In the event of default in payment, we are entitled to charge default interest of at least 4 % above

the base rate of the Deutsche Bundesbank. The assertion of further damage caused by default is permissible. We reserve the right to provide services by cash on delivery.

6. Notice of defects and warranty

Complaints can only be considered within 10 days after receipt of the goods or performance of the work. The complaint must be made in writing. Should our service be defective, we will deliver or repair the goods free of charge for the customer. The customer shall initially not be entitled to any further claims. If, however, a second attempt at subsequent delivery or repair fails and proof of a continuing defect is provided, the customer has the right to reduce the purchase price appropriately or to withdraw from the contract. We cannot grant any further claims unless we can be proven to have acted with intent or gross negligence.

7. Liability

Unless otherwise agreed in this contract, claims for damages of the customer - for whatever reason - are also excluded on the basis of statutory regulations, unless the damage is due to grossly negligent or intentional action or omission on our part. We accept no responsibility or liability for personal accidents, damage to property or operational disruptions caused by storage, transport, improper handling and use of our products, unless otherwise provided for by law for certain customers. Our liability is limited to the damage that we could typically have foreseen, taking into account the circumstances that we knew or should have known as a consequence of the breach of contract.

8. Retention of title

The goods to be delivered remain our property until full payment has been received. Therefore, it may not be resold or transferred by way of security in advance. If the goods are resold despite this prohibition, we shall be entitled to claim compensation from the third party.

9. Place of jurisdiction

The place of jurisdiction for all disputes arising from or in connection with this contract is, insofar as the agreement on the place of jurisdiction is permissible, the Neumuenster Local Court or the Kiel Regional Court.