

## **Generell terms and conditions (AGB)**

Binsack Reedtechnik GmbH, Lämmerspieler Straße 87-89, 63165 Mühlheim

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### **I. General Information**

1.) Only the following delivery and payment conditions are decisive for our deliveries. We only accept conditions of the customer that are contradictory or deviating from our sales conditions if we expressly agree to the validity of the application in writing.

2.) These terms and conditions of delivery and payment shall also apply to all future transactions with the customer, as far as the legal transactions of a related nature are concerned.

3.) Partial deliveries, over-and under-deliveries of 10% are permissible. The prices will be adjusted accordingly. However, the customer is not entitled to the following delivery of a defect quantity or compensation.

### **II. Offer**

1.) First offers are always given free of charge. Further offers and design work will only be carried out free of charge if the delivery contract is legally effective and is carried out.

2.) We reserve the right of ownership and copyright in all documents, such as calculations, drawings, samples, etc., which are provided to the customer in connection with the offer/order placement. These documents may not be made available to third parties unless we give our express written consent to the customer. If the order is not granted, these documents must be returned immediately upon request. We undertake to make plans designated by the buyer as confidential only accessible to third parties with his consent.

### **III. Scope of delivery**

1.) Ancillary agreements and amendments are only binding if they are confirmed by us in writing.

2.) Protective devices are supplied only insofar as this is agreed.

3.) If the buyer is in default of payment or if we are aware of a significant deterioration of his economic circumstances, we are entitled to make further deliveries dependent on a cash payment by train to hand over the goods.

### **IV. Prices and payment**

1.) Our prices are valid EX works, excluding packaging and excl. Value added tax at a valid level. Costs of the packaging will be charged separately.

2.) If no fixed preisabrede has been made, reasonable price changes will remain due to changes in the wage, material and distribution costs for deliveries that take place three months or later after conclusion of the contract.

3.) The bank charges go to 100% at the expense of the buyer, also the bank charges in Germany. Foreign taxes, customs duties and other charges and fees are also to be borne by the client and the associated formal obligations must be adopted by him.

4.) The payment must be made in accordance with our offer, the order confirmation and Invoice (proforma Invoice), even if other conditions are used in the order.

5.) Unless otherwise agreed, the purchase price shall be payable within 30 days after invoicing (with full takeover of bank charges, including bank charges in Germany) in euros without deduction. Interest on arrears is calculated in the amount of 8 percentage points above the respective base rate. The assertion of a higher delay damage is reserved.

6.) In the case of an order value less than EUR 95, a lump sum of EUR 19 is calculated.

7.) An approximately agreed discount is inadmissible, as long as older invoices are not yet settled.

8.) The agreed payment dates are to be adhered to even if warranty claims are asserted.

## **V. Offsetting and retention rights**

Offsetting with counterclaims by the customer is only permissible insofar as these are recognized by us or are legally established.

The customer is only entitled to exercise a right of retention if his counter-claims are undisputed or legally valid and if they are claims from the same contractual relationship.

## **VI. Retention of title**

1.) We reserve the ownership of the delivered goods until full payment of all claims from the supply contract. This also applies to all future deliveries, even if we do not always expressly refer to them.

2.) As long as the property has not yet been transferred to the purchaser, it shall inform us immediately in writing if the delivered object is exposed to seized or other interventions by third parties. Insofar as the third party is unable to give us the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the customer shall be liable for the loss incurred.

3.) The customer is entitled to resell the reserved goods in the normal course of business. The customer's claims arising from the resale of the reserved goods shall be ceded to us already, including value added tax. This assignment applies irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorized to collect the claim even after the assignment. Our authority to collect the claim itself remains unaffected. However, we will not collect the claim as long as the customer fulfils his payment obligations from the proceeds received, is not in default of payment and in particular has not filed an application for the opening of insolvency proceedings or Payment has been set.

4.) The processing or remodeling of the purchased goods by the customer is always the name and on behalf of us. In this case, the customer's entitlement to the purchased goods shall continue on the object of the reformed item. If the purchased item is processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased goods to the other processed items at the time of processing. The same applies to the case of mixing. If the mixing takes place in such a way that the object of the buyer is to be regarded as the main object, it is agreed that the buyer

transfers proportionate co-ownership to us and that the sole property or co-ownership is kept for us. In order to secure our claim against the customer, the customer also assigns such claims to us, which accrue to him by the connection of the reserved goods with a plot of land against a third party; We accept this assignment right now.

5.) We undertake to release the securities to which we are entitled at the request of the customer, as far as their value exceeds the receivables to be secured by more than 20%.

6.) The reservation of title can only be invoked after the withdrawal from the contract; A seizure of the delivery item is only possible insofar as a corresponding issuing title exists.

## **VII. Delivery time**

1.) The commencement of the delivery time indicated by US requires the timely and proper fulfilment of the customer's obligation. Under this condition, the delivery time begins with the receipt of the order confirmation from the customer. The plea of the unfulfilled contract is reserved.

2.) The delivery time is met when the delivery item has been sent up to its expiration.

3.) If the customer is in default of acceptance or if he culpably violates other obligations of co-operation, we shall be entitled to demand compensation for the damage caused to us, including any additional expenses. Further claims are reserved. If the above conditions exist, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the purchaser at the time when the buyer is in default of acceptance or debtor.

4.) Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

5.) Unforeseen events occurring after the conclusion of the contract, which we are not responsible for and which lead to obstacles to delivery, entitle us to extend the delivery periods by eight weeks, provided that the obstacle to performance is of a temporary nature. At the end of the aforementioned period we are entitled to rescind the contract if the obstacle to performance is still present. Any prepayments made by the customer are to be returned.

6.) If we are aware of a significant deterioration in the client's financial situation, we are entitled to withdraw. Any prepayments made by the customer are to be returned.

## **VIII. Transfer of risk-packaging costs**

1.) If nothing else results from the order confirmation, delivery "EX works" is agreed.

2.) If the customer so wishes, we will cover the delivery by means of a transport insurance; The costs incurred in this respect are borne by the customer.

## **IX. Warranty**

1.) The defect rights of the ordering party require that he has duly complied with his duties of investigation and complaint due pursuant to § 377 HGB.

2.) If, despite all due diligence, the delivered items are defective, which are already present at the time of the transfer of risk, we shall be at our option for supplementary performance in the form of a rectification of defects or for the delivery of a new defect-free matter. We always

have the opportunity to provide supplementary performance within a reasonable period of time.

3.) Claims for defects do not exist with only negligible deviation from the agreed quality, with only insignificant impairment of usability, in case of natural wear or tear, as in the case of damage caused after the transfer of risk due to faulty or careless treatment, excessive stress, inappropriate working equipment, defective construction work, unsuitable ground or due to special external influences, which are not presumed under the contract.

Furthermore, defect claims of the customer are excluded for defects which have arisen due to inappropriate and improper use or storage, faulty assembly by the customer or third parties, unauthorized repair attempts and modifications. Furthermore, claims for defects are excluded in the case of damage caused by chemical, thermal or electrical influences, which are not to be influenced by us as well as improper use or non-observance of our data and/or Catalogue sheets.

4.) If the supplementary performance fails, the customer is entitled to demand rescission or reduction at his discretion.

5.) We shall be liable in accordance with the legal provisions, provided that the purchaser asserts claims for damages which are based on intent or gross negligence (including intent or gross negligence of our representatives or vicarious agents). Insofar as no intentional breach of contract is charged to us, the liability for damages is limited to the foreseeable typically occurring damage.

6.) We are liable according to the legal regulations, if we culpably violate an essential contractual obligation; In this case, however, the compensation liability is limited to the foreseeable, typically occurring damage.

7.) To the extent that the customer is entitled to compensation for the damage instead of the performance, our liability is also limited under paragraph 4 to replace the foreseeable, typically occurring damage.

8.) Liability for culpable injury to life, body or health remains unaffected; This also applies to the mandatory liability according to the Product Liability Act.

9.) The limitation period for claims for defects shall be 12 months from the date of transfer of risk.

## **X. Other provisions**

1.) The possible invalidity of individual provisions is without influence on the effectiveness of the other provisions.

2.) Place of performance is 63165 Mühlheim/main.

3.) The place of jurisdiction is for all disputes arising from the business relationship 63065 Offenbach.

4.) The contractual relationship is subject to German law. The validity of the UN sales law is excluded.