

## Conditions of Use

### 1. Application and Conclusion

These terms and conditions apply exclusively to legal relationships with companies. For these legal relationships shall be governed by German law. The applicability of the CISG is excluded.

Our offers are not binding. By placing an order the customer declares a binding offer to purchase the goods. We are entitled to assume that in the order contract within two weeks of receipt. The acceptance may be made in the delivery of goods.

The final contract is subject to the correct and timely delivery by suppliers. This only applies in the event of non-delivery is not our fault, especially congruent cover transactions with suppliers. The buyer will be informed of the non-availability of performance. The payment will be refunded immediately.

Deviating conflicting or additional terms and conditions are, even if known, not part of the contract unless their validity is expressly agreed in writing. Latest with the acceptance of the goods these conditions shall be deemed accepted. Our sales staff are not authorized to make verbal agreements or to give verbal assurances that go beyond the content of the written contract.

### 2. Performance

Place of performance for deliveries, the loading, and if CIF is fob, freight paid a receiving station or the like arranged.

Place of payment is Bochum.

### 3. Prices

Unless otherwise specified in writing, our prices are plus any taxes and expenses, freight and shipping costs.

Are in a committed by us for delivery of the agreed prices duties, freight, insurance premiums and other charges contained th, the buyer bears the delivery any increase in such costs incurred by such after the date the contract is signed by amending the existing tariffs or rates or launch rates arises.

### 4. Security and counter-claims

Unless otherwise agreed, has made the payment of the relevant invoice amount within ten days of receipt of goods.

We are entitled at any time especially for breaching the terms of payment agreed or laid down here as well as events occur that affect the creditworthiness of the purchaser to execute outstanding delivery obligations on our part only against advance payment or deposit. If the buyer within the period no payment or security, we are entitled to rescind the contract and claim damages.

A right to compensation or retention in the buyer only in respect of such claims, which have been confirmed by us in writing or established by judicial decision.

### 5. Force majeure, delivery and performance time

Force majeure and other, we are not responsible for events that complicate delivery of our services to be provided or impossible entitle us to postpone delivery for the duration of the disability or the contract.

This also applies to partial deliveries. Damages our buyer are excluded. Delivery dates or deadlines, which can be binding or non-binding agreement must be made in writing. If the buyer is in default of acceptance, we are entitled to compensation for the damage caused thereby us, with a delay in acceptance, the risk of accidental deterioration and accidental loss to the buyer.

### 6. Quality, warranty and liability limitations

The nature of the goods only the manufacturer's product description as agreed. Public statements, recommendations or advertising by the manufacturer do not represent a contractual characteristics of the goods

Lack of any identifiable goods supplied by us is us immediately, within 10 days of receipt of goods in writing. To comply with the deadline. A complaint for more than 10 days are excluded. The purchaser shall have the burden of proof for all claims, in particular for the defect itself, the time of discovery of the defect and the timeliness of the complaint. After the beginning of treatment or after dispatching faults is excluded in any case. Through the complaint neither the acceptance nor the obligation to pay is deferred. For lack of time and we have to repair defective goods, replace the goods or refund the lower value at our discretion. Further compensation claims of our buyer are excluded if they are not on an injury to life, limb or health reasons, or are caused by gross negligence.

Reworked or replacement delivery fails and the buyer chooses to cancel the contract, so this is impossible, if only a minor contract, especially only a slight defect. In case of cancellation is in addition to the buyer to claim damages due to the defect, subject to the same restrictions, not. If the buyer, however the damages, the goods remain with the customer, insofar as this can be expected. The damage is limited to the difference between the purchase

price and the value of the defective item, unless the breach was caused by us in fraudulent manner.

Incidentally, our liability for slight negligence on the type of goods predictable, typical, direct average damage. A liability for the negligent breach of essential contractual obligations is excluded.

The warranty period is one year from delivery of the goods.

A return of non-defective items is possible. After examining the items on their integrity and the possibility of resale, we will charge a restocking fee of 20% on the original selling price.

### 7. Retention of title

The goods until full payment of all future claims (including the Exchange) on our part to the purchaser, our property. The retention of title as security for our balance owing. The working or processing of the remaining product in our property is on our behalf without us for liabilities arising.

The ownership of the costs associated with working or processing of the goods to us is.

In combination, mixing or processing with other not the buyer of the goods belonging to us is to co-ownership of the new item to the fraction that matches the value of the originating from our or the buyer's goods in relation to the total value of the new item. In case of resale of the goods by the purchaser regardless of whether it is or treated or processed or combined with other goods, mixed or processed this already now the resulting claims up to the amount of all our claims to us. We accept the assignment. After assignment, the buyer is entitled to collect the claims as long as he fulfills his payment obligations, in particular not in default of payment.

### 8. Jurisdiction, Severability

As far as the customer is a merchant or a legal entity of public law in the sense of § 38 ZPO, food (local and district court: Zweigertstraße 52) exclusive jurisdiction for all disputes arising from the contract, directly or indirectly resulting in disputes. If any provision in these Terms and Conditions or any provision in any other agreement be or become invalid, the validity of all other provisions or agreements shall not be affected.

### 9. Return of goods

The return of ordered goods takes place in immaculate condition of the goods, for a processing fee of 20% net on the paid value of goods.

Damaged, pasted products or otherwise not suitable for resale are excluded from a return.



**Feldstr. 4  
44867 Bochum**

**Tel.: +49 (0)2327 6020-0  
Fax: +49 (0)2327 6020-133**