

General terms and conditions

§ 1 Scope

- 1.** The following conditions apply without exception to all our business transactions. Any terms and conditions of the customer deviating from these shall not be valid.
- 2.** By accepting our written order confirmation without contradiction, the customer acknowledges our general terms and conditions as agreed. Any objection must be made immediately. Verbal agreements deviating from the contents of the order confirmation are only valid if they have been expressly confirmed by us in writing.
- 3.** Our terms and conditions of business shall also be deemed to have been agreed in the context of the delivery transaction if the buyer uses his own terms and conditions of purchase. This also applies in the event that we do not expressly object to the customer's terms and conditions of purchase when the order is placed.
- 4.** The user – hereinafter also referred to as supplier – is a company whose corporate purpose, the production of braiding and accessory machines. The contractual partners are companies like natural persons, hereinafter also referred to as customer or purchaser.

§ 2 Conclusion of contract

- 1.** The customer's order is a binding offer. We can accept this offer at our discretion within four weeks by sending an order confirmation or by sending the customer the ordered goods within this period.
- 2.** Our offers are subject to change. For the conclusion of the contract at our discretion, the above item 1 shall apply accordingly.
- 3.** The documents belonging to the offer, such as illustrations, drawings, weight and dimensional data as well as the information in our printed matter are only authoritative if they are expressly designated as binding. Descriptions of properties, for example in the context of preliminary discussions, brochures or advertisements, do not constitute a guarantee of quality or durability without our express and binding consent.



4. We reserve the right to make changes to the technical data and designs in the interest of technical progress.
5. Collateral agreements, amendments and other declarations of any kind require our written confirmation.

§ 3 Prices and payment

1. Our prices are ex works excluding packaging plus the applicable value added tax.
2. All customs duties, taxes or other charges levied in the country of destination in connection with this delivery transaction shall be borne by the customer.
3. Our invoices are due for payment at the latest within 30 calendar days of the invoice date or, if the date of receipt of the invoice is uncertain, of receipt of the consideration without deduction.
4. We reserve the right, in case of contracts with an agreed delivery time of more than four In addition, it is possible to increase prices in the first few months in line with cost increases due to collective wage agreements or increases in the price of materials. If the increase amounts to more than 5 % of the agreed price, the customer has the right to terminate the contract.
5. Offsetting is only permissible with counterclaims that have been legally established or recognized by us. The customer may only exercise rights of retention if they are based on the same transaction.
6. The settlement of our invoices by bill of exchange or financing bill requires an express agreement. We do not accept bills of exchange with terms of more than three months. The discount and any expenses incurred shall in any case be borne by the customer. Bills of exchange must be provided with bill tax by the customer in accordance with the statutory provisions. They must also comply with the German law on bills of exchange.

If the buyer pays with a financing bill of exchange, our title to the delivered goods remains until the bill of exchange is finally honoured. Credit notes for accepted bills of exchange or cheques are valid subject to the redemption of the papers and without prejudice to earlier due dates of the purchase price in case of default of payment by the customer. Credit notes are issued with value date on the day on which we receive the equivalent value.

§ 4 Delivery time, acceptance, transfer of risk

- 1.** Delivery dates are not binding unless we have expressly confirmed them as binding in the written order confirmation. The delivery date is met as soon as the delivery item leaves the factory or readiness for shipment has been communicated. Delays in delivery in the event of force majeure, official measures or similar, or events for which we are not responsible, such as strikes, lockouts, etc., as well as delays in delivery by our own suppliers, extend the agreed delivery periods accordingly.

If we are in default of delivery, the customer can set us a grace period appropriate to the object of delivery. After fruitless expiration of the period, the customer can withdraw from the contract. Compensation for damages instead of performance is excluded, unless we are guilty of intent or gross negligence in the delay in delivery.

- 2.** If we are in default of delivery, the customer can set us a grace period appropriate to the object of delivery. After fruitless expiration of the period, the customer can withdraw from the contract. Compensation for damages instead of performance is excluded, unless we are guilty of intent or gross negligence in the delay in delivery.
- 3.** The customer must accept goods ready for delivery. If he does not meet this obligation, we shall be entitled to set him a grace period of two weeks. After expiry of this period, we shall, at our discretion, withdraw from the contract or refuse to fulfil the contract. In the latter case, our claim for damages shall amount to a lump sum of 15 % of the order value including Value added tax, unless we prove higher damages or the customer proves lower damages.
- 4.** If dispatch is delayed at the request of the customer, he will be invoiced for the costs incurred by storage, beginning two weeks after notification of readiness for dispatch. In case of storage at the supplier's works, at least 0.5 % of the invoice amount shall be charged for each month. However, we shall be entitled, after setting and fruitless expiry of a reasonable period, to dispose otherwise of the delivery item and to supply the customer within a reasonably extended period.
- 5.** Adherence to the delivery period presupposes that the customer has fulfilled his contractual obligations.
- 6.** Our deliveries are made at the customer's risk, regardless of the place of dispatch, even if we deliver freight-free in exceptional cases. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day of readiness for dispatch, but the supplier shall be obliged to arrange the insurance requested by the customer at the latter's request and expense.
- 7.** At the express and written request of the customer, we will insure the goods to be shipped at his expense against transport risks of all kinds.
- 8.** Packaging is charged at cost price. Other agreements require our express written confirmation. If we are obliged to take back the packaging used for transport according to the German Packaging Ordinance, the customer shall bear the costs for the return transport of the packaging used.



§ 5 Retention of title

- 1.** All goods delivered by us shall remain our property until all our claims, regardless of their legal basis, have been settled. In the case of a current account, the retained title shall be deemed security for our balance claim.
- 2.** The Supplier is entitled to insure the delivery item at the expense of the Buyer against theft, breakage, fire, water and other damage, unless the Buyer can prove that he has taken out such insurance himself.
- 3.** As long as the customer is not in default of payment to us, he may not use the goods owned by us for standing goods in the normal course of business at the usual conditions. As security of all our claims arising from the business relationship, the customer hereby assigns his claims the resale to us already now. We hereby accept the assignment. At our request the customer undertakes to notify his customer of the agreed assignment and to provide us with the information necessary for We will inform you immediately of any claims for our delivered goods.
- 4.** In the event of resale, the customer does not acquire ownership of the reserved goods delivered by us in accordance with § 950 BGB (German Civil Code), since any processing or transformation of goods delivered by us by the customer is always deemed to have been carried out on our behalf. Should our ownership nevertheless expire because the goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our goods to the other processed objects at the time of processing.
- 5.** The customer is obliged to secure our property in accordance with the regulations of the country to which the delivery is made, whereby any costs incurred shall be borne by the customer. If the law of the country in which the delivery item is located does not permit retention of title, but allows the Supplier to reserve other security interests in the delivery item, we may exercise all rights of this kind. The customer is obliged to cooperate in this and in other measures which we wish to take to secure our claim and /or to protect our property rights or rights replacing them.
- 6.** We undertake to release the securities to which we are entitled at the request of the customer to the extent that the value of our securities exceeds the claims to be secured by more than 20%. If a total of three rectification or subsequent delivery dates fail, the customer may withdraw from the contract or demand a reduction in price. The obligation to give notice of defects according to clause 3 remains in force in the event that the subsequent performance fails.
- 7.** Any further claims of the customer, in particular claims for damages including lost profits or other financial losses of the customer are excluded. The above limitation of liability does not apply if the cause of damage is based on intent or gross negligence. It shall also not apply if the customer asserts claims for damages due to the absence of a guarantee given by us for the quality.



8. If an essential contractual obligation is negligently violated by us, the or our liability is limited to the foreseeable damage.
9. The warranty period is one year from delivery of the goods. The warranty period shall be extended to two years if the business partner is an end consumer within the meaning of the German Civil Code. Hidden defects become time-barred one year in the case of transactions with merchants and two years in the case of transactions with end consumers after the defect has been discovered, but at the latest after the statutory period of limitation has expired.
10. Warranty claims are excluded if the defect is due to one of the following causes; unsuitable or improper use, faulty assembly or commissioning, improper handling, unsuitable equipment, replacement materials, chemical, electromechanical and electrical influences, influence of third party warranty claims are further excluded if the customer carries out reworking, modifications or repairs without having given us the opportunity to remedy the defect or without having obtained our written consent.
11. Of the costs arising from the repair or replacement delivery, we shall bear – insofar as the complaint proves to be justified – the costs of the replacement part including transport and the reasonable costs of dismantling and installation and, if this can be reasonably demanded in the individual case, the costs of any necessary provision of fitters and assistants. Otherwise the customer shall bear the costs.
12. For essential external products – in particular also materials – the liability of the supplier is limited to the liability claims to which he is entitled against his supplier. Within the scope of the entrepreneur recourse, we reserve the right to first take recourse within the liability chain before we are obliged to satisfy the customer's claims.

§ 6 Defect and warranty

1. A defect in the delivery item shall only exist if the item does not meet the minimum requirements for an item of this type and quality. This is particularly the case if the item is not at all suitable for normal use. Insignificant deviations in quality do not lead to a defect in the sense of the law. A defect in the delivery item shall also not be deemed to exist if wear parts show signs of wear at an early stage. Mere cosmetic defects also do not entitle to a notice of defects.
2. Guarantees are only given in writing or require a written confirmation. Otherwise they shall be deemed not to have been given.
3. The customer is obliged to check goods delivered by us for defects immediately, i.e. usually within seven working days after delivery at the latest, and to assert claims after a further three days. This also applies in the event that a different item or too small a quantity was delivered. Late notices of defects regularly lead to exclusion of warranty.

4. In the case of hidden defects, the aforementioned period for notification of defects shall be extended to ten days after the defect has been discovered. However, the statute of limitations shall come into effect at the latest upon expiry of the statutory period of limitation.
5. The customer must accept delivered items – without prejudice to his warranty rights – even if they have minor defects.
6. Partial deliveries by us are permitted as far as this is economically and actually reasonable for the customer.
7. For defects recognized by us, we shall, at our discretion, provide a warranty either by remedying the defect free of charge or by delivering a defect free item (supplementary performance).

§ 7 Copyright

We reserve all property rights and copyrights to illustrations, drawings, samples and other documents. The customer is only entitled to use them in accordance with the contract. Any further use / exploitation, in particular the transfer to third parties, requires our prior consent.

§ 8 General, place of performance, jurisdiction, applicable law

1. The above provisions reflect the agreements made in full. There are no subsidiary agreements. Changes and additions must be made in writing. This also applies to the change of these written form clause.
2. The invalidity of individual provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the economically intended purpose. Both parties undertake to make the declaration of intent required in this respect.
3. The place of performance for all contractual obligations is Wuppertal.
4. The place of jurisdiction for merchants, legal entities under public law or special funds under public law is Wuppertal.
5. The law of the Federal Republic of Germany shall apply exclusively – insofar as permissible.