



## **General Terms and Conditions of Sale and Delivery (GTC)**

### **1. Scope**

The terms and conditions apply to all current and future claims arising from the business relationship. We deliver exclusively under the terms and conditions of sale and delivery listed below. Deviating conditions of the buyer/orderer require our written confirmation.

### **2. Offer and acceptance**

2.1 Our offers are subject to change with regard to price, quality, delivery time and delivery options.

2.2 An order shall only be deemed accepted if we have confirmed acceptance in writing or if the goods have been delivered by us.

2.3 All prices are generally exclusive of the respective statutory value added tax.

2.4 The prices quoted include the packaging for standard sizes of 1,5,10,25,100 and 180kg used by us. A return and disposal of the packaging is not included in the mentioned prices.

2.5 Unless otherwise agreed, delivery shall be free domicile, insured (within the EU).

### **3. Payment**

3.1 Our invoices are due for payment within 14 days of the invoice date minus a 2% discount or within 30 days without deduction.

3.2 If the buyer/orderer is in default of payment, we are entitled to demand default interest at the rate of 8% above the respective base interest rate of the European Central Bank. If we can prove a higher damage caused by default, we are entitled to assert this claim. If the buyer/orderer can prove a lower damage, our claim for default interest is limited to this amount.

3.3 Checks and bills of exchange shall only be deemed to have been paid after redemption/credit.

3.4 We reserve the right to demand advance payment in the event of first delivery or after prior default of payment by the buyer/orderer in individual cases.

### **4. Terms of delivery**

4.1 In general, our delivery times is up to 14 working days (Monday – Friday) after incoming order outgoing.

4.2 Specified delivery periods and dates are non-binding unless a fixed date has been expressly agreed. The agreed delivery date shall be deemed to have been met if the goods have been dispatched by us on time or handed over to the carrier in good time in accordance with the desired arrival date.

4.3 Compliance with our delivery obligation presupposes the timely and proper fulfilment of the obligations of the buyer/orderer.

4.4 If we do not receive deliveries and/or services from our suppliers for reasons for which we are not responsible, not correctly or not on time, or if events of force majeure occur, we are entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part.

4.5 Cologne pallet exchange shall be deemed to have been agreed. Without exchange or surrender, calculation is made against replacement value.

4.6 Return and disposal of the packaging material are not included in our prices.

4.7 Our terms of delivery are based on the Incoterms 2020.

4.8 In the case of free deliveries: If additional conditions have to be demanded and fulfilled for delivery and delivery, which cause surcharges at the freight forwarder / transport company, we will pass them on to you separately 1:1.

### **5. Liability for material defects**

5.1 The delivered goods shall be deemed to be in conformity with the contract if they have not been inspected for completeness and freedom from defects immediately after delivery and if recognizable defects have been reported immediately. The goods must be inspected by the buyer/orderer before processing. Notices of defects must be made in writing within 14 days of receipt of the goods and before their processing.

5.2 If there is a defect for which we are responsible, we shall be entitled, at our discretion, to remedy the defect or to deliver a replacement. In the event of remedying the defect, we are obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been moved to a place other than the delivery address specified to us.

5.3 If the remedy of the defect fails, or if we are not willing or unable to remedy the defect or deliver a replacement, or if this is delayed beyond a reasonable period of time, for reasons for which we are responsible, the buyer/orderer is entitled to withdraw from the contract or to demand a reduction in the purchase price.

5.4 Any further claims of the buyer/orderer, in particular claims for damages including loss of profit or due to other financial losses of the buyer/orderer are excluded.

5.5 The above limitation of liability does not apply if the cause of the damage is based on intent or gross negligence. It shall also not apply if the buyer/orderer asserts claims for damages due to the absence of a guaranteed property.

5.6 If an essential contractual obligation is negligently breached, our liability shall be limited to the foreseeable indirect damage.

Note: We would like to point out that the data resulting from the business relationship will be stored electronically.



5.7 Unless expressly stated otherwise, the limitation period for claims of the buyer/orderer for subsequent performance is 6 months from handover of the goods. The same period shall also apply to claims for compensation for consequential damage caused by a defect, unless any claims arising from tort are asserted.

#### **6. Ownership**

6.1 We reserve title to all delivered products until full payment of the purchase price.

6.2 As long as the retention of title is effective, the buyer/orderer is not entitled to dispose of the purchased item, to pledge it or to hand it over as security.

6.3 In the event of seizures or other interventions by third parties in the goods still subject to retention of title, the buyer/orderer must notify us immediately in writing. He is obliged to provide us immediately with the documents required to assert our rights. The costs of extrajudicial and judicial measures to safeguard our right must be reimbursed to us by the buyer/orderer.

6.4 Any processing or transformation of the purchased item by the buyer/orderer shall always be carried out for us. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other processed items at the time of processing.

6.5 If the purchased item is mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other mixed items at the time of mixing. If the item of the buyer/orderer is to be regarded as the main item, the buyer/orderer shall transfer proportionate co-ownership to us.

6.6 We undertake to release the securities to which we are entitled at the request of the buyer/orderer to the extent that the value of our securities exceeds the claims to be secured by more than 20%.

#### **7. Place of performance and jurisdiction**

7.1 Place of performance is our registered office (Bad Oldesloe)

7.2 The place of jurisdiction for all possible disputes between us and the buyer/orderer is Bad Oldesloe.

7.3 For all disputes arising from contracts concluded with us, German law shall apply exclusively.

7.4 In the case of contracts with foreign customers/orderers, the law of the Federal Republic of Germany shall apply exclusively.

#### **8. Resignation**

After conclusion of the purchase contract, we are entitled to withdraw from the contract in whole or in part, to demand advance payments or security deposits if a change occurs in the company of the customer/orderer which, in our opinion, could endanger the contract, or the creditworthiness of the customer/orderer appears doubtful at our discretion. In any case, we are entitled to make the onward delivery dependent on the prior payment of outstanding claims and to declare all amounts owed, even if cheques or bills of exchange have been accepted for these, as due. If the customer/orderer does not meet his payment obligations or if he disposes of the goods in an inadmissible manner, we may suspend delivery subject to further claims.

#### **9. Severability clause**

9.1 If any of the above general terms and conditions are or become invalid, the remaining conditions shall be retained. The ineffective or ineffective condition is to be replaced in the context of the business transaction by a new one, which is legally effective and economically comes closest to what should be regulated by the ineffective or considered ineffective condition.

9.2 The same applies if these General Terms and Conditions contain a loophole on a transport essential point.

9.3 The statutory provisions shall apply in addition.