

General Terms and Conditions of Eisenhart Laeppché GmbH

Status Januar 2022

1. General information

All of All of our offers are directed exclusively to businesses that purchase the goods for their independent, professional or commercial activity, as well as to legal entities under public law and their special assets. All deliveries and other services, including future ones, shall be carried out exclusively in accordance with the following terms and conditions, unless a separate framework agreement has been concluded with the customer. We do not recognize any terms and conditions that contradict or deviate from our terms and conditions unless explicitly agreed to by us in written form. Our terms and conditions shall also apply if we deliver in the knowledge of the customer's terms and conditions that conflict with or deviate from our terms and conditions.

2. Offers and orders

Our offers are subject to change and non-binding. We reserve the right of prior selling to third parties. In any case, a written order confirmation is required for a contractual commitment. Oral agreements are not valid unless they are confirmed by us in writing. All agreements with our field service also require our confirmation in the aforementioned form. On-call orders must be accepted within 12 months of receipt of the order confirmation in quantities customary in the industry. If the buyer does not call off an order in due time, he is obliged to pay the purchase price, unless it is already payable at an earlier date, as well as 20 % of the invoice amount of the goods not yet called off as compensation for additional expenses for storage and increased administrative expenses etc. The customer has the right to prove that we have not incurred any damage or that the damage incurred is significantly less than 20 %. The compensation for damages shall then be correspondingly lower. claims for damages on our part shall remain untouched.

3. Prices

All price quotations are subject to the statutory value added tax (VAT) and are applicable starting from delivery warehouse Wilhelmshaven, excluding packaging and shipping costs.

4. Invoices and payments

We reserve the right to issue and transmit invoices to the customer by electronic means. Payments shall be made within 14 days of receipt of the invoice without deduction. If the aforementioned payment period is exceeded, the buyer shall be in delay without the need for a reminder. In the event of late payments, we shall be entitled to charge interest at a rate of 9 % above the base interest rate of the Deutsche Bundesbank from the beginning of the delay. Further claims remain unaffected. On the basis of a SEPA direct debit mandate to be agreed separately, we are entitled to collect due invoice amounts by direct debit from the bank account designated by the customer. The letter of notification (pre-notification) can be sent up to three days before the collection, in deviation from the relevant provisions.

5. Delivery/shipping

Unless they have been expressly confirmed in writing, delivery times are only stated without obligation. We are also entitled to make partial deliveries. Unforeseeable events and other hindrances such as force majeure and industrial disputes, disruptions in our own operations or in the operations of our suppliers entitle us to extend the delivery periods by the duration of the hindrance or to cancel the delivery obligation in whole or in part. In the case of sales of goods which are not already in our possession, we reserve the right to proper and timely self-supply. If an agreed delivery period is exceeded, the buyer is entitled to set us a reasonable extension of time. If the delivery does not take place within this period and the non-compliance is due to gross negligence or intent on our part, the buyer can either withdraw from the contract or demand compensation. The compensation shall amount to 0.5 % for each full week of delay, but in total not more than 5 % of the value of that part of the delivery which is not delivered on time or cannot be used in accordance with the contract due to the delay. Further claims are excluded.

6. Custom-made products

Custom-made products will be sampled by us after acceptance of the order. A complaint of any kind is therefore not possible anymore when the order has been delivered. In terms of quantity, we reserve the right to deliver 10 % more or less. There is a general obligation to take delivery of custom-made products

7. Packaging

Unless otherwise agreed, all packaging will be charged. Invoiced packaging is to be paid together with the goods. Unless otherwise agreed, packaging provided on loan shall be deemed to be loaned against the usual loan fee. They are to be returned free of charge and in good condition within 4 weeks of the date of dispatch at the latest. After expiry of the loan period, but at the latest after 3 months, the borrower can no longer demand that the packaging be taken back. In this case we are entitled to charge the buyer for the packaging.

8. Transportation risks

Unless expressly agreed otherwise, our delivery obligation is fulfilled with the dispatch from the delivery facility in Wilhelmshaven. Regardless of the means of transport used, the goods travel at the expense and risk of the recipient. If delivery is made free of charge, our obligation to deliver is fulfilled as soon as the goods are ready for unloading in front of the recipient's address. The risk of unloading and storage shall be borne by the recipient. Insofar as our assistants assist with unloading beyond the scope described and cause damage to the goods or other damage, our assistants shall act at the sole risk of the recipient and not as our vicarious agents. The above provisions shall apply mutatis mutandis in the case of delivery by third party carriers, insofar as the Seller's liability could be derived from their conduct. The liability of the third parties remains unaffected.

9. Acceptance and delay in acceptance

If the buyer does not accept the object of purchase in due time, we shall be entitled to set a reasonable period of grace and to supply the buyer with the object within a reasonable period of grace. This does not affect our rights to withdraw from the contract after setting a deadline with threat of rejection (§ 323 BGB) and to demand compensation for non-performance. Within the scope of a compensation claim, we may demand 30 % of the agreed price as compensation without proof. The buyer is permitted to prove that no damage has been incurred or that such damage is significantly lower than the aforementioned lump sum. We reserve the right to assert a claim for actual higher damages.

10. Liability for defects and liability vor violations of duty

Liability claims for defects and claims due to violation of duties shall become statute-barred after 12 months from the date of delivery. Irrespective of this, the buyer is obliged to examine the goods immediately upon receipt and to notify us in writing of obvious defects with regard to quantity and quality of the goods immediately, but at the latest within 8 days of receipt of the consignment, otherwise we shall be released from all claims. Defects which cannot be discovered immediately even with the most careful examination must be reported to us in writing immediately after their discovery, while at the same time interrupting any processing or machining. If this notification is not made in writing in good time, we shall be released from all claims. If the notification of a defective or incorrect delivery proves to be justified, we shall, in the case of an incorrect delivery, deliver the agreed object of purchase concurrently with the return of the incorrectly delivered object. In the case of a defective delivery, the object of purchase in question shall be repaired or replaced at our discretion. If a subsequent performance chosen by us to remedy the defect fails within a reasonable period, the customer may demand a reduction in price or withdraw from the contract. Excluded from any liability are errors caused by damage or incorrect use. Also excluded are damages caused by force majeure, such as lightning strike, defects caused by wear and tear due to overuse or improper handling. Our liability also expires if the delivered goods are tampered with without our consent. We are liable for damage not occurring to the delivered goods themselves - for whatever legal reasons - only in the case of intent, gross negligence, culpable injury to life, body or health, in the case of defects which we have fraudulently concealed or whose absence we have guaranteed, - in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items (Produkthaftungsgesetz für Personen oder Sachschäden an privat genutzten Gegenständen), in the event of culpable breach of material contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the contractual partner regularly relies and may rely) In this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage. Further claims are excluded. We do not assume any liability for advice in connection with the sale, unless otherwise agreed in writing. Irrespective of this, the above provisions shall apply accordingly if, as a consequence of culpably omitted or incorrect advice or as a consequence of culpable violation of other contractual secondary obligations, the delivery item cannot be used by the purchaser as contractually agreed.

11. Retention of ownership

All goods delivered by us remain our property until the buyer has paid all claims arising from the business relationship, in particular also from any current account balance. Our goods are to be stored separately from the other goods of the buyer and to be marked accordingly or to be stored in such a way that allocation as our property is possible without further ado. They are to be secured and insured by the buyer at his expense against fire, theft and spoilage. Seizure or transfer by way of security to third parties is not permitted. The treatment or processing of the delivered goods is carried out for us without obligating us. The new object created by treatment or processing is, insofar as it does not already belong to us, hereby assigned to us by way of security and kept by the purchaser in trust for us free of charge. Insofar as the assignment by way of security is opposed to the rights of third parties, the buyer shall transfer co-ownership to us in the ratio of the invoice value of the goods delivered by us to the invoice values of the third-party goods. If the goods delivered by us are mixed or combined with third party goods in accordance with §§ 947, 948 BGB, we shall become co-owners of the new goods in any case to the exclusion of § 947 paragraph 2. Our co-ownership share shall in turn be determined by the ratio of the invoice value of the goods delivered by us to the invoice values of the third-party goods, which together with the goods delivered by us of the mixed or combined product have been created. As long as we still have claims against the buyer, resale and further processing are only permitted in the ordinary course of business. The buyer hereby assigns to us by way of security all claims to which the buyer is entitled from the resale of the reserved goods - in the event of the destruction of or damage to the goods under an insurance contract - or on any other legal grounds, regardless of whether the reserved goods are resold without or after processing, destroyed or damaged. If the reserved goods are processed with other materials not belonging to us, the assignment of the purchase price claims, the claims from the insurance contract or other legal grounds shall only apply in the amount of the percentage which corresponds to the ratio of the value of the processed goods belonging to us to the value of the processed third-party goods which have also been processed. We hereby accept the assignment of claims arising from the sale of or damage to the goods owned or co-owned by us. The buyer is entitled to collect the claims assigned to us on our behalf as long as he fulfils his payment obligation according to the contractual agreements. If the value of the securities given to us exceeds our claims from the business relationship by more than 20 % in total, we are obliged to release securities of our choice at the request of the buyer. If third party creditors assert rights to items which are our property or co-ownership or to claims which have been assigned to us, the purchaser must notify us immediately and wait for our decision before making a separate declaration in this regard. If the buyer defaults on payment, he must inform us immediately on request of the names of the third-party debtors, amounts and due dates of the claims and inform the third-party debtors of the assignment of claims to us.

12. Place of fulfilment

Place of fulfilment for delivery and payment as well as place of jurisdiction is Wilhelmshaven. We may, however, also bring an action at the domicile of the purchaser. The contractual relationship is subject to the law of the Federal Republic of Germany. The validity of the uniform European purchase law and the UN purchase law is excluded.

13. Final clauses

As far as these General Terms and Conditions require the written form, the electronic or text form is also sufficient. The data in connection with the processing of business transactions will be processed and stored by us in compliance with the statutory provisions. Should one or more of the above-mentioned provisions be or become void, this shall not affect the validity of the remaining provisions and the entire legal transaction. However, the contracting parties undertake to agree on a new provision which comes as close as possible to the purpose pursued by the void provision. In case of a discrepancy between the German and the English text of the terms and conditions, the German text of the general terms and conditions shall prevail over the English version.