

General Terms and Conditions of Sale and Delivery

1. Application

Our quotations, deliveries and other services shall be governed exclusively by the following terms and conditions. These terms and conditions shall be recognised by placing an order or accepting the delivery. They shall apply also to all future business relations, even if they have not been expressly agreed upon again.

Our terms and conditions of business shall apply exclusively. Terms and conditions of the customer that conflict herewith or deviate herefrom shall not apply, unless we have given our express written consent to their application.

2. Conclusion of a Contract

Our quotations shall be subject to change without notice. Drawings, illustrations, weights, quantities and other dimensional data contained in, or attached to, a quotation shall contain only approximate values.

Contracts between the buyer and us, as the seller, shall be brought about only by our written acknowledgement of the order. Our written acknowledgement of the order shall be authoritative for the content of the contract.

Amendments and supplements to the contract shall, in order to be effective, require our written confirmation.

All quotation documents (including calculations and cost estimates) made available to the buyer shall remain our property. Without our consent, these documents shall not be copied, passed on or made accessible to any third party.

3. Deliveries

The delivery dates stated shall always be deemed to have been agreed upon on an approximate basis. Any agreed delivery period shall begin when the buyer receives acknowledgement of the order, however not before the documents, approvals, clearances and information that the buyer has agreed to provide for the execution of the order have been submitted, and any agreed down payment has been received.

The delivery period shall be deemed complied with, if, by the end of the agreed delivery period, the buyer has been notified that the delivery is ready for shipment or hand-over.

Delays in delivery resulting from force majeure, strike, unforeseeable operational disruptions, delays in delivery by our suppliers, transportation bottlenecks, shortage of raw materials, public authority measures or other circumstances not imputable to us shall justify appropriate changes to the delivery dates and periods. In the event of any delay in delivery, the buyer may, upon the expiration of an appropriate grace period to be set by the buyer in writing, which must be at least two weeks, refuse to accept the delayed deliveries. In such cases, the buyer shall, moreover, not be entitled to any claims against us.

If we default on performance, or if it becomes impossible for us to deliver, any damage claims to which the buyer may be entitled shall be limited to the effect that only compensation for foreseeable loss may be claimed. The above limitation of liability shall not apply insofar as the reason for such default in performance, or such impossibility of performance, is based on wrongful intent or gross negligence on the part of one of our statutory representatives or one of our authorised agents.

4. Shipment and Passage of Risk

Except where otherwise expressly agreed upon in the acknowledgement of the order, all deliveries shall take place at the buyer's risk.

The risk in respect of the goods shall pass to the buyer when, at the seller's plant, the delivery is handed over to the forwarder, the carrier or any other person instructed to carry out the shipment.

We may, without any liability on our part, choose the means of packaging and transportation, as well as the method of shipment, unless the buyer makes any stipulation in this respect in due time before the delivery period expires. Insurance of any kind for shipment, packaging, storage etc. shall be effected only at the buyer's express request, and at its expense.

5. Payment Terms

All prices given in our quotations and written acknowledgements shall be net prices, and shall be subject to the addition of applicable value-added tax at the respective valid statutory rate under German law. Packaging, insurance and freight charges, as well as all other incidental expenses arising in connection with exporting or importing the goods, such as export fees, export taxes, customs duties and other levies or surcharges, shall be borne by the buyer.

The amount invoiced shall be paid, without any deduction, within 30 days of the invoice date, unless otherwise agreed upon in writing.

Bills of exchange shall be accepted only on the basis of a special agreement. Except where otherwise agreed upon in writing, acceptance of cheques or bills of exchange shall not be deemed to be payment until the cheque or bill of exchange has been honoured.

The customer shall enter into default, if, within the agreed period, it has not settled the invoiced amount without any deduction. The date when the invoiced amount is credited to our bank account shall be decisive. From the commencement of default, we shall be entitled to charge interest at the rate of 8 % above the respective applicable base interest rate. We hereby reserve the right to claim any loss provably higher than such interest penalty. In the event of default in payment, the costs in connection with recovering the claim out of court and/or in court shall, moreover, also be paid by the buyer.

If the buyer defaults on the settlement of an invoice, all our outstanding claims, including any claims arising from bills of exchange, shall become due immediately, regardless of the agreed payment date. In such case, we shall, until all outstanding invoices have been settled, be additionally entitled to refuse to perform, rescind the contract or demand advance payments or the provision of collateral. This shall apply also in cases where we become aware of circumstances likely to cast doubt upon the creditworthiness of the buyer, for example in the event of non-honouring of any bills of exchange or cheques, or any other default in payment.

The buyer may assert a right of retention only if such right is based on the same contractual relationship. The buyer shall be entitled to set off only if its counterclaim has been accepted by us or has been determined by a final and non-appealable court judgement.

6. Retention of Title

The items delivered by us shall remain our property until all claims, including future claims, ensuing against the buyer have been fully paid. The items under retention of title may be sold by the seller in the ordinary course of its business in return for immediate payment or under retention of title. The buyer shall not be entitled to otherwise dispose over any items that are under retention of title. In particular, it shall not be entitled to assign or pledge such items as collateral. The buyer shall not acquire title to items wholly or partly manufactured as a result of processing of these goods.

If the items under retention of title are processed, combined, mixed or blended with other items not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the goods under retention of title to the other processed goods at the time of processing, combining, mixing or blending. The buyer hereby assigns to us its claims arising from any sale of goods that are under retention of title (selling price including value-added tax), including the corresponding claims arising from bills of exchange, along with all ancillary rights. We hereby accept these assignments. The names and addresses of the purchasers, as well as the sum of the respective claim existing against a purchaser shall be notified to us on first request. If the goods under retention of title are sold for an overall price together with other items not belonging to us, the assignment shall occur only in the sum of the amount that we charged the buyer for the goods included in the sale, including value-added tax.

The buyer shall at all times keep the goods that are under retention of title fully insured against the customary risks, and shall prove this on request. The buyer hereby assigns to us any insurance claims to which it may be entitled. We hereby accept this assignment. The buyer may, until this authorisation is revoked, collect the claims assigned to us as long as the buyer meets its payment obligations in relation to the seller. The assignment or pledging of these claims shall be permissible only with our written consent. The right to on-sell or process the goods and to collect outstanding claims shall lapse upon any cessation of payments, upon the filing of an application for insolvency proceedings, upon the lodging of a protest against a cheque or bill of exchange or upon any execution of attachment. Any outstanding claims assigned thereafter shall be immediately collected on a special account.

If the buyer defaults on payment, or if the buyer fails to meet its obligations arising from this retention of title, we may set an appropriate period for performance or supplementary performance. After this period has expired to no avail, we shall be entitled to rescind the contract and repossess the goods delivered. To this end, the buyer shall send a precise list of the items under retention of title still in its possession, segregate the items and surrender them to us. After having issued a warning and set a reasonable time limit, we may optimally appropriate the items on the open market, crediting the proceeds against the price charged to the buyer. Furthermore, the buyer shall, at our request in such case, give the debtors of the claims assigned to us written notification of this assignment, provide us with the information necessary for asserting our rights, present and send to us all relevant documents, and surrender to us all relevant bills of exchange. Any repossession of the goods shall always occur only on the basis of collateral security, and shall not constitute rescission of the contract, even if partial payments have subsequently been permitted. It shall not be necessary to rescind the contract in order to assert retention of title.

The buyer shall give us immediate written notification of any third-party seizure, e.g. attachment, of the items that are under retention of title or of the claims assigned to us, and shall ward off such seizure by suitable means.

At the customer's request, we shall release the collaterals to which we are entitled, insofar as the realisable value of our collaterals exceeds by more than 10% the claims to be secured. It shall be incumbent upon us to select the collaterals to be released. We shall be entitled to assign claims arising from the business relationship.

7. Notification of Defects, Warranty

Upon receipt of the goods, the buyer shall thoroughly check that the goods are complete and in faultless condition. All defects noticeable upon such examination, including all incorrect deliveries or shortfalls in quantity, shall be notified in writing forthwith, however no later than within 7 days of receipt of the goods. Defects not immediately noticeable shall be notified in writing forthwith upon their discovery, however no later than within 3 days of their discovery.

We shall be obliged to render supplementary performance for any defective deliveries. In this respect, however, we shall decide whether to render supplementary performance by rectification or replacement. The buyer shall be obliged to accept supplementary performance. If we have failed to render supplementary performance, or if it would be unreasonable to expect us to render supplementary performance, the buyer shall be entitled, at its option, to rescind the contract or demand a reasonable reduction in the purchase price. Supplementary performance shall be deemed to have failed after the second unsuccessful attempt. In particular, it shall be unreasonable to expect us to render supplementary performance, if supplementary performance would only be possible at a disproportionately high expense.

Warranty claims shall be excluded, if the buyer on-sold or on-processed the goods after having discovered a defect or after it ought to have discovered a defect, unless the buyer proves that such sale or processing was necessary in order to prevent a higher loss.

The seller shall have the right to carry out over-deliveries or under-deliveries of up to 10 %, without this constituting a defect within the meaning of these terms and conditions of delivery. The seller hereby reserves the right to make dimensional deviations in accordance with the GKV testing and assessment clause.

Except where provisions contrary hereto have been made, all contractual claims against us shall become statute-barred one year after the item has been delivered. The one-year statutory limitation period shall not apply to loss arising from mortal injury, physical harm or health damage based on any intentional or grossly negligent breach of duty on the part of a statutory representative or an authorised agent. In cases of merely negligent breach of duty on our part or on the part of any of our organs or authorised agents, our liability shall be limited to the foreseeable loss typically incurred.

Any identification markings and/or descriptions of our goods shall be as customary in the trade. We shall provide to the best of our knowledge and belief any processing documents, advice and recommendations. However, we shall not assume any liability that the goods are suitable for the purpose of use envisaged by the buyer, as we are unable to anticipate in detail the diversity of any processing or the requirements of such use.

8. Copyright

All drawing and printing block costs shall be borne by the buyer. Only if the seller is at fault shall the seller be liable for any breach of patents, designs, designations or similar rights that ensues from the buyer's purchase order.

Proofs shall be checked by the buyer for typesetting errors or other errors, and shall be returned to us with a declaration that they are ready for printing. Changes notified over the telephone shall require written confirmation.

The manuscripts, originals, printed documents, print carriers, printed matter etc. owned by third parties and handed over to us by the buyer shall be stored at the buyer's risk. The buyer shall be responsible for taking out corresponding insurance.

9. Exportation

The customer shall be responsible for complying with and implementing the relevant provisions of foreign trade law and other laws in the country of delivery. Any special requirements ensuing from those provisions shall be pointed out to us by the customer. The customer shall be liable to us for any loss incurred upon us as a result of failure to observe the statutory provisions. Regardless of this provision, the customer itself shall obtain any and all necessary import and export permits.

10. Data Protection

We hereby point out that the customer's personal data obtained in the course of the business relationship will be stored by us in accordance with the provisions of the General Data Protection Regulation (Art. 6 (1) (b)). Within the scope of contractual relationships and contract initiations, the seller shall be entitled to pass on to third parties information and data concerning the buyer for storage, processing and use, particularly for the purpose

11. Place of Performance, Place of Jurisdiction and Applicable Law

49439 Steinfeld shall be the place of performance for both contracting parties in respect of delivery and payment. 49377 Vechta shall be the place of jurisdiction in relation to entrepreneurs for all legal disputes arising from the contractual relationship or concerning its formation and/or effectiveness, including litigation relating to any bill of exchange or cheque. However, we shall be entitled to bring an action against the buyer also at its place of business. The contractual relationship shall be subject to the laws of the Federal Republic of Germany. Application of the UN sales law is hereby excluded.

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