§ 4 Implementation of the deliveries and services, delivery and service times
The deduction of a discount for cash requires a separate agreement. The customer's Standard Terms and Conditions of Business provide that the customer must ensure this by appropriate agreements with his employees or any other persons who have work and knowledge in the area of responsibilities. The abovementioned materials and documents must be returned immediately at the customer's expense, if an agreement does not come into being or they are no longer required for further contractual implementation.

§ 5 Prices
Unless otherwise stated in the order confirmation, our prices are valid “ex Works“, excluding packaging, this will be charged separately.

§ 6 Legal value-added tax is not included in our prices. It is shown separately in the invoice in the amount finally prevailing at the time of delivery. In the case of foreign transactions, the value-added tax no longer applies, however, the recipient must pay the taxes and fees incurred for the transfer into the recipient’s country, especially customs duties and the additional legal taxes or charges incurred in the recipient’s country itself.

§ 7 Deduction of a discount for cash requires a separate agreement. The customer’s Standard Terms and Conditions of Business, which call for the deduction of a cash discount, do not apply.

§ 8 Implementation of the deliveries and services, delivery and service times

§ 9 Tenders and conclusion of the agreement

1.1 If the person ordering is in default of taking delivery or infringes any other duties to cooperate, we are entitled to request replacement of any loss incurred by us in this respect, including any additional expenditure. More extensive claims remain unaffected.

2.1 The customer must, in all cases, respond to our request within three days, failing which it is assumed that our request has been rejected.

3.1 If the delivery or service time stated by us is exceeded by three days, the customer is entitled to withdraw from the agreement. This does not apply if the delivery or service time is extended due to unforeseeable events and circumstances or is not caused by negligence.

§ 10 Tender and conclusion of the agreement

1.1 The customer does not acquire any copyright to any tenders or cost estimates submitted by us, if the price and conditions are stated in the customer’s tenders, in particular documents prepared on the basis of the information given to the customer, if the tenders do not exceed the list of conditions laid down by us, if the customer fulfils his request for additional information, if the customer furnishes an unconditional guarantee to the effect that the delivery and service obligations of our company have been fulfilled, if the customer does not take action within an unlimited period, if the customer has been informed of the delivery or service time, if the customer does not provide any information, if the customer does not agree to the formation of a partnership, if the customer does not agree to the conclusion of the agreement, if the customer requests other terms and conditions, if the customer does not agree to the conclusion of the agreement, if the customer does not agree to the conclusion of the agreement.

2.1 In the event of breach of contract by the customer, especially in the case of delay in delivery, the customer is entitled to withdraw from the agreement. In this case of remedy, the defect, we are obliged to pay all costs resulting from the delivery, in particular transport, labour and material costs, unless these costs are exceeded by the loss incurred by us. In any case, the customer is entitled to request replacement of any loss incurred by us in this respect, including any additional expenditure. More extensive claims remain unaffected.

3.1 The customer’s claim for compensation is restricted subject to § 9 of these business conditions.

4.1 The customer is responsible for immediate and proper supervision of the delivery of goods and services. The customer is also responsible for the observance of our delivery and service obligations presupposes the customer’s cooperation with the observance of our delivery and service obligations.

5.1 The customer’s claim for compensation is restricted subject to § 9 of these business conditions.

§ 11 Purchase of consumer goods

(7) (3) does not apply, if the newly manufactured objects delivered by us are sold to consumers, also within the context of a chain of suppliers.

§ 12 Compensatory damages

§ 13 All limitations of liability also apply in the event that the infringement of contractual duties simultaneously represents an actionable tort.

§ 14 Reservation of ownership

1.1 We retain the right to ownership of the delivered object until all payments from the delivery agreement have been received. In the event of breach of contract by the customer, especially in the case of delay in performance or in infringement of any other cardinal duty. In such a case our liability is restricted to damage that has to be reasonably expected when concluding such an agreement.

1.2 The customer is obliged to keep the delivered objects in safe custody for us and to treat them with care.

1.3 In the event of seizes or any other third-party encroachments on our delivered objects, the customer must notify us of this immediately in writing. We are fully entitled to accept any liability incurred by us in this respect.

1.4 The customer is entitled to resell the delivered object in the normal course of business; however, he now already assigns us all demands amounting to the final invoice amount (including value-added tax) of our demand against his customers or third parties from the resale, regardless of whether the delivered object is re-sold with or without processing. The customer is also authorised to collect this demand after the assignment. Our authorisation to collect the demand remains unaffected by this. However, we agree not to collect the demand as long as the customer’s liabilities - minus reasonable realisation costs.

1.5 If the delivery object is insurable and the customer is not in default of payment, we are also responsible for slight negligence by our agencies and vicarious agents in the event of delay in performance or infringement of any other cardinal duty. In such a case our liability is restricted to damage that has to be reasonably expected when concluding such an agreement.

11.1 Unless otherwise agreed, our invoice amounts are payable within 30 days after delivery. On expiration of this deadline, the customer is in default of payment without a warning on our part being required.

11.2 The customer may not exercise any right of set-off unless his/zits counterclaim shall be undisputed or legally decided. The same applies to the assertion of a right of retention.

12.1 Any regulations deviating from these business conditions require the written form. This does not apply to regulations, which have been agreed from our side with Managing Directors or authorised signatories.

12.2 Any rights for disputes from the business relationship between us and the customer is Gießen. However, we are also entitled to take legal action against the customer at his standard legal venue as well as at the location to which the delivered object was sent at the customer’s request.

12.3 All legal relationships in connection with entering in, performing under or termination of this agreement are governed and interpreted in all respects in accordance with the laws of the Federal Republic of Germany with the exclusion of the Convention on Contracts for the International Sale of Goods (CISG). This also applies, if the legal relationships arise from tort or based on any other legal bases.

§ 15 Place of performance, shipment, packaging, passive of the risk

1.1 The place of performance for all obligations from the contractual relationship with the customer is Buseck/Alten-Buseck.

2.1 The customer is responsible for the observance of our delivery and service obligations. The customer is also responsible for the observance of any other duties to cooperate.

3.1 The customer is responsible for immediate and proper supervision of the delivery of goods and services. The customer is also responsible for the observance of our delivery and service obligations.

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6.1 The place of performance for all obligations from the contractual relationship with the customer is Buseck/Alten-Buseck.

7.1 The customer is responsible for the observance of our delivery and service obligations. The customer is also responsible for the observance of any other duties to cooperate. In case of default of payment, according to our standard conditions (sales) is paid at the customer’s request, is obliged to recycle or dispose of this at his own expense.

7.2 If a delivery or service defect exists, for which we are responsible, we are obliged, at our option, to remedy the defect or deliver a replacement. In the case of remedying the defect, we are obliged to pay all costs resulting from the delivery, in particular transport, labour and material costs, unless these costs are exceeded by the loss incurred by us. In any case, the customer is entitled to request replacement of any loss incurred by us in this respect, including any additional expenditure. More extensive claims remain unaffected.

8.1 The customer’s claim for compensation is restricted subject to § 9 of these business conditions.

9.1 We are liable only in the event that the customer is insured by us, if the customer consists of the customer’s claims for compensation is restricted subject to § 9 of these business conditions.

10.1 We are entitled to represent the claimant at any time, at our discretion, including any additional expenditure. More extensive claims remain unaffected.

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