



Terms and conditions of delivery and payment

Delivery

As a rule, the goods shall be delivered as soon as possible i.e. in accordance with the wishes of the customer. Acts of force majeure, lack of raw materials, strikes, etc., which hinder either manufacture or transport, shall release us from the contractual obligations. Furthermore, in the event of changes to the buyer's circumstances, the suspension of payment, bill protests or changes to the company, we reserve the express right to request security or to rescind the contract of sale.

Shipping

Consignments are sent at the recipient's cost and risk.

Complaints

The delivering party must be notified immediately of any complaints. These must be officially documented and submitted within at least eight days after receipt of the consignment. If the complaint is justified, a replacement or credit note shall be issued free of charge. Complaints do not constitute the right to delay payment. A credit note for returned goods shall only be issued if we have approved the return of the goods. The manufacturer shall only carry the costs in the event of clear manufacturing faults, otherwise, the costs shall be charged to the customer.

Retention of title

All goods and packaging supplied by us shall remain our property until all outstanding claims have been settled. The buyer shall only be entitled to dispose of the goods within the ordinary course of business. Any other use, for example, transfer as a guarantee or transfers by exchange, etc., shall not be allowed. The purchaser must immediately inform us about any seizures of the goods by

third parties. All claims arising from the resale of the goods shall be deemed to have been assigned to us at the time of their accrual. We shall be granted the rights listed in § 46 of the German Bankruptcy Act to the separate settlement of the goods or the assignment of the right to a consideration of equivalent value.

Payment

Our invoices shall be payable within eight days of issue to qualify for the 3% discount (the discount can only be granted if no payments are due) or within 30 days in full. Repair costs should be paid in cash and should thus be paid immediately in full. Bills of exchange shall only be accepted if there is no question of their eligibility for discount and if the costs incurred are paid. Bills of exchange, cheques and similar means of payment (instalment contracts) shall only be accepted as conditional payment and shall only be regarded as payment on their redemption. In the case of bills of exchange, we shall reserve the right to take these back during their term against cash payment if this appears necessary as a result of special circumstances, regardless of whether a preliminary credit note has been issued or rediscounting has taken place.

Delay in payment

In the event of a delay in payment, the seller shall be granted damage caused by the delay to the amount incurred, or at least to the amount of the costs incurred for bank credits at the time of delivery. The costs for bank credits shall be charged at a minimum of 2% above the discount rate of the German Bundesbank.

Place of performance

The place of performance for all deliveries and payments shall be Essen. The exclusive place of jurisdiction for both parties shall be Essen.