

GENERAL TERMS AND CONDITIONS OF RALF BOHLE GMBH (TERMS AND CONDITIONS OF SALE)

FOR USE IN BUSINESS TRANSACTIONS WITH COMPANIES

Status: 01.01.2023

1. General information

1.1 All deliveries and services are provided exclusively on the basis of these terms and conditions. Acceptance of our deliveries shall be deemed as acknowledgement of these terms and conditions. Any deviating terms and conditions of purchase of the customer shall only become part of the contract to the extent that we have expressly agreed to their validity.

1.2 Our offers are generally subject to change. In the absence of a special agreement, a contract is concluded with our order confirmation. We can accept orders within 14 days of receipt.

2. Prices and payment

2.1 All prices are inclusive of packaging plus VAT at the applicable rate.

If the agreed prices are based on the Seller's list prices and delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (less any agreed percentage or fixed discount).

2.2 The terms of payment agreed in the individual case shall apply. In the absence of a special agreement, payment must be made by the 15th of the month following delivery at the latest.

2.3 The customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been legally established.

2.4 In the event of payment arrears and if circumstances become known to us after conclusion of the contract which are likely to reduce the creditworthiness of the customer, all our claims shall become due immediately. In such cases, we shall also be entitled to carry out outstanding deliveries only against advance payment or provision of security and - after setting a reasonable deadline - to withdraw from the contract and/or to demand compensation for non-performance.

2.5 Changes in the ownership or corporate form of the customer authorise us to carry out outstanding deliveries only against advance payment or provision of security.

2.6 If the target is exceeded, the customer shall pay interest on arrears at the statutory rate.

3. Reservation of title

3.1 The objects of the delivery shall remain our property until fulfilment of all claims to which we are entitled against the customer from the business relationship. If the value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 20%, we shall release a corresponding part of the security interests at the request of the customer.

3.2 The combination of our reserved goods with the customer's products is carried out for us as the manufacturer. If the goods subject to retention of title are inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods to the other processed or combined items at the time of processing.

3.3 The customer may only sell the goods subject to retention of title in the ordinary course of business at his normal terms and conditions and - as long as he is not in default. The customer's claims arising from the resale of the goods subject to retention of title are hereby assigned to us. The customer is not authorised to dispose of the reserved goods in any other way. If there are third-party rights to the reserved goods, the customer's claim shall be transferred to us in the ratio of the value of our co-ownership share to the total value of the item.

3.4 If the customer is in default of payment and/or if circumstances become known after conclusion of the contract which are likely to reduce the creditworthiness of the customer, we shall be entitled to demand the return of the delivered goods. The costs for this shall be borne by the customer. This shall not apply if insolvency proceedings have been applied for or instituted against the customer, if the customer has rights to the contrary under the Insolvency Code. Taking back the goods or asserting the retention of title shall only constitute a cancellation of the contract if we expressly declare this.

4. Delivery time

4.1 The delivery period shall result from the agreements between the contracting parties.

4.2 Compliance with the delivery time is subject to correct and timely delivery to us. If non-compliance with the delivery time is due to force majeure (e.g. strike, epidemics, pandemics, lockout, war), labour disputes or other events beyond our control, the delivery time shall be extended accordingly. We will inform the customer of the start and end of the delay as soon as possible.

4.3 Claims for damages by the customer due to delayed delivery are generally excluded in cases of delayed delivery. This shall not apply if liability is mandatory in cases of intent or gross negligence. The customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

4.4 If dispatch or delivery is delayed at the request of the customer by more than one month after notification of readiness for dispatch, we may charge storage costs of 0.5 % of the price of the items of the deliveries for each month commenced, but not more than a total of 5 % of the order value. The contracting parties are at liberty to prove higher or lower storage costs.

5 Transfer of risk, dispatch and insurance

5.1 Deliveries are ex works. The risk shall pass to the customer - even in the case of carriage paid delivery - as soon as the goods have been dispatched or collected, even in the case of dispatch using our own means of transport.

5.2 In the absence of specific instructions, we shall be entitled to determine the mode and route of transport at our own discretion.

5.3 Transport insurance is covered by us. Its costs are included in the agreed sales prices.

6. Warranty

6.1 If our performance is defective at the time of transfer of risk, we shall fulfil the contract at our discretion by remedying the defect or delivering a new item.

6.2 The customer must inspect the delivered goods immediately upon receipt and notify us immediately in writing of any material defects (§ 377 HGB). Within the framework of the statutory provisions, he has the right to withdraw from the contract if we - taking into account the statutory exceptions - allow a reasonable deadline set for us for the replacement delivery to elapse fruitlessly or if the subsequent fulfilment fails. If the defect is only insignificant, the customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.

6.3 Of the costs arising from the replacement delivery, we shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including shipping as well as the reasonable costs of removal and installation.

6.4 Claims for material defects shall become time-barred after 12 months. This shall not apply if the law prescribes longer periods, e.g. in accordance with § 445b para. 1 BGB (limitation period for recourse claims). Should we have fraudulently concealed the defect or assumed a guarantee for the quality of the item, the statutory limitation regulations shall apply. The statutory provisions shall also apply to the limitation period for any claims for damages by the customer due to defects if we are guilty of intent or gross negligence or the claim for damages is based on injury to life, limb or health. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation periods shall remain unaffected.

6.5 If the notification of defects made by the customer is unjustified, he shall be obliged to reimburse us for any expenses incurred.

6.6 Recourse claims of the purchaser against us in accordance with § 445a BGB (recourse of the seller) shall only exist insofar as the purchaser has not made any agreements with his customer that go beyond the statutory warranty claims.

6.7 Clause 7 (Other claims for damages) shall also apply to claims for damages. Further claims of the customer against us and our vicarious agents due to a material defect or claims other than those regulated in this clause are excluded.

6.8 Claims for defects shall not exist in the event of natural wear and tear or in the event of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use or unsuitable operating materials.

6.9 The assumption of a guarantee requires an express written agreement.

6.10 If the use of the delivery item leads to an infringement of industrial property rights or copyrights, we shall procure the right to further use for the customer at our expense or modify the delivery item in a way that is reasonable for the customer so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both parties shall be entitled to withdraw from the contract. We shall indemnify the customer against undisputed or legally established claims of the respective owner of the property rights. The customer shall not be entitled to any further rights.

7. Other claims for damages

7.1 Claims for damages and reimbursement of expenses by the customer (hereinafter: claims for damages), regardless of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from unauthorised action, are excluded.

7.2 This shall not apply if liability is mandatory, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health, or due to the breach of material contractual obligations. However, the claim for damages for the breach of material contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

7.3 Insofar as the customer is entitled to claims for damages under this clause, these shall become statute-barred upon expiry of the limitation period applicable to claims for material defects in accordance with clause 6.4.

7.4 The above limitations of liability also apply to breaches of duty by our legal representatives or vicarious agents. Insofar as our liability is excluded on the basis of the above provisions, this shall also apply to the personal liability of our employees and vicarious agents.

8 Place of jurisdiction, applicable law, severability clause

8.1 If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Reichshof. However, we shall be entitled to sue at the customer's registered office.

8.2 All legal relationships between us and the Customer shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

8.3 Should any of the above provisions be invalid in whole or in part, this shall not affect the validity of the remaining provisions.