

## ***General terms and conditions – Sicherheitskonzepte Breuer GmbH, Straelen***

### **1. Validity**

Unseren Angeboten und allen unseren Auftragsannahmen - auch im zukünftigen Geschäftsverkehr - liegen die nachstehenden Bedingungen zugrunde, soweit sie nicht von uns ausdrücklich schriftlich abgeändert oder ausgeschlossen werden. Sofern der Kunde Lieferbedingungen vorschreibt, gelten diese nur, wenn sie von uns schriftlich anerkannt wurden. Unsere bisherigen „Allgemeinen Verkaufsbedingungen“ verlieren hiermit ihre Gültigkeit.

### **2. Conclusion of contract**

Our offers are always subject to change. Orders shall only be deemed to have been accepted by us if they have been confirmed by us in writing. Subsequent changes or additions are also only legally effective if we have confirmed them in writing.

### **3. Delivery price**

All prices are quoted in the currency indicated and are subject to change. In any case, the prices applicable on the day of delivery shall apply. Unless otherwise agreed in writing, the prices shall apply ex warehouse Straelen or ex another railroad station to be specified by us or on a freight basis.

### **4. Packaging**

Packaging will be charged at cost price and will not be taken back! Transport containers provided on loan (pallets, baskets, crates, barrels, etc.) will inevitably be charged extra if they are not returned within 14 days.

### **5. Delivery times**

Fixed-date transactions are not recognized. Delivery times confirmed by us are only to be regarded as approximate; they begin on the day of our acceptance of the order. Non-compliance with the delivery time shall only entitle the customer to withdraw from the contract if the delivery time has been exceeded by 4 weeks and the customer has set a reasonable grace period of at least another 4 weeks after the expiry of these 4 weeks. In the event of unforeseen obstacles, regardless of whether they occur at our premises or those of our subcontractors, the aforementioned delivery periods shall be extended accordingly. In the event of extraordinary events, such as war, strike or operational disruptions of any kind, we shall also have the right to demand a reasonable extension of the delivery periods or to withdraw from the contract.

### **6. Delivery quantity**

We reserve the right to make excess or short deliveries of up to 10% of the ordered quantity for custom-made products. This also includes DIN parts that have to be specially manufactured for the order in question.

### **7. Terms of payment**

Our invoice is payable within 7 days of the invoice date with a 2% discount or within 21 days of the invoice date net without any deductions. Discounts are only granted if no older due or overdue invoices are outstanding. Acceptances and bills of exchange do not count as cash payment. Checks shall only be considered payment after they have been cashed by the bank. Discounts and charges for acceptances and bills of exchange accepted by us only on account of payment shall be borne by the customer. In the event of overdue payments, interest shall be charged in accordance with the respective bank rates for temporary loans. Non-compliance with the terms of payment or

circumstances which become known to us after the respective conclusion and which are likely to reduce the creditworthiness of the customer shall result in the immediate maturity of all our claims irrespective of the term of any bills of exchange received.

#### **8. Dispatch and transfer of risk**

In any case, we shall ship the goods to the destination specified by the customer at the latter's request. The risk shall pass to the customer upon written notification that the goods are ready for dispatch, but at the latest when the goods leave the supplier's works. We shall not be liable for any damage or loss suffered by the goods during transportation. If no specific shipping instructions are given to us by the time the goods are ready for shipment, we shall effect shipment at our best discretion without responsibility for the cheapest transportation.

#### **9. Notification of defects**

Notices of defects and other complaints shall only give the purchaser warranty claims against us on condition that we receive the written notice of defects regarding non-concealed defects within 8 days of receipt of the goods by the purchaser at the latest. Customary or minor deviations in quality or quantity do not constitute defects in the delivered goods. Our information on the goods are only descriptions of the goods and not guaranteed characteristics. In the event of justified complaints, we shall be obliged, at our discretion, either to remedy the defect or to deliver a replacement free of charge or to take back the goods in return for a credit note for the invoice amount. Further warranty claims, in particular claims for damages, are excluded. Warranty period commercial 12 months.

#### **10. Liability**

Unless special provisions are made in the above provisions, the Buyer may only claim damages - irrespective of the legal grounds (e.g. due to default, non-performance, culpa in contrahendo, positive breach of contract, tort - in particular manufacturer's liability) - if we, our legal representatives or executive employees are guilty of intent or gross negligence. Any liability on our part for damage caused by slight negligence and for gross negligence on the part of non-executive employees or other vicarious agents is excluded.

#### **11. Reservation of ownership**

Our deliveries are made exclusively subject to retention of title. Ownership shall not pass to the customer until the customer has settled all its liabilities arising from our business relationship. This shall also apply if the purchase price for certain deliveries of goods designated by the customer has been paid. In the case of a current account, the retained title shall serve as security for our balance claim. The handling or processing of goods delivered by us which are still our property shall always be carried out on our behalf without any liabilities arising for us. If the goods delivered by us are mixed or combined with other items, the customer hereby assigns to us his ownership or co-ownership rights to the mixed stock or the new item and shall store these for us with due commercial care. The customer is entitled to sell or use the delivered goods in the ordinary course of business. The pledging or transfer by way of security of goods delivered subject to retention of title is prohibited. The customer must inform us immediately of any seizure or any other impairment of our rights by third parties. If the customer sells the goods delivered by us - regardless of their condition, whether alone or together with other goods - he hereby assigns to us all claims against his customers arising from the sale, including all ancillary rights, until all our claims have been settled in full. At our request, the customer is obliged to inform his customers of the assignment and to provide us with the information required to assert our rights against his customers and to hand over the corresponding documents. If the value of the security provided by us exceeds our delivery claim by more than 20%

in total, we shall be obliged to retransfer securities of our choice at the request of the customer. The customer is authorized to collect the assigned claims. However, we are entitled to revoke this authorization at any time. In the event of default of payment by the customer or under the conditions of § 321 BGB (German Civil Code), we are entitled to immediately retrieve the goods delivered under retention of title. If we exercise our right to take back the goods, this shall only be deemed a withdrawal from the contract if we declare this in writing.

#### **12. Incorrect orders**

The return of incorrectly ordered goods is only possible with our consent. If goods are taken back, we reserve the right to deduct 20% of the value of the goods, but at least EUR 30, from the cost of the goods.

#### **13. Place of fulfilment and jurisdiction**

The place of performance and jurisdiction is Kleve, also for actions on bills of exchange and checks.

#### **14. Legal effectiveness**

Should individual provisions of these Terms and Conditions of Sale or of the purchase contract or provisions included in the future be wholly or partially invalid or unenforceable or lose their legal validity or enforceability at a later date, this shall not affect the validity of the remaining provisions. The same shall apply if it should transpire that the contract contains a loophole. In place of the ineffective or unenforceable provisions or to fill the gap, an appropriate provision shall apply which comes closest in a legally effective manner to what the parties to the contract intended or would have intended according to the meaning and purpose of the contract if they had considered the point when concluding the contract or when subsequently including a provision.