

General terms and conditions

Jürgen Schlösser Armaturen GmbH

1. General

1.1 All our deliveries, services and offers are subject to the following terms of sale and delivery. They are recognized by the client with the placing of an order, at the latest, however, upon receipt of the first delivery and are valid for the entire duration of the business relationship. Differing conditions of the client, which the contractor does not expressly recognize, are non-binding, even if the contractor does not object to them.

1.2 Other agreements, assurances, changes and additional agreements must be in written form in order to be valid.

1.3 Inclusion and interpretation of these conditions of sale and delivery as well as the conclusion and interpretation of legal transactions with the client itself are governed exclusively by the law of the Federal Republic of Germany.

2. Offers, scope of services and conclusion of contract

2.1 All offers are always non-binding.

2.2 A contract is only concluded by written confirmation of the order, but alternatively with the delivery, if this is done without prior written order confirmation. Orders placed are irrevocable.

2.3 For the scope of the contractually owed services only the order confirmation is decisive.

2.4 The contractor reserves the right to make alterations to the design, the choice of materials, the specification and the type of construction after sending an order confirmation, provided that these changes do not contradict the order confirmation or the specification of the customer.

2.5 Partial deliveries are permitted.

2.6 The client is obliged to accept the delivery items without prejudice to his rights with regard to liability and warranty.

2.7 The documents underlying the offer or the order confirmation, such as illustrations, drawings, measurements and weights, are generally to be understood as approximations, unless they are expressly designated as binding.

2.8 If there is a significant change in the customer's existing economic circumstances or the information available at the time of the conclusion of the contract, the contractor may refuse to deliver until the principal has either provided the proportionate consideration or has ensured appropriate security.

3. Delivery times, acceptance and dispatch

3.1 The contractor shall endeavor to comply with the stated delivery periods in weeks. The delivery times shall be stated at our best discretion, but without obligation, unless a fixed date is agreed in the order confirmation.

3.2 The delivery period begins with the dispatch of the order confirmation. However, this period shall be extended appropriately if the customer fails to provide the documents, permits, etc. to be obtained by him in good time or fails to meet his contractual and payment obligations essential for the order. The same shall apply in the event of measures within the framework of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles beyond the contractor's control, such as delays in delivery by an upstream supplier, traffic and operational disruptions, shortages of materials and energy, and which demonstrably have a considerable influence on the manufacture or delivery of the delivery item. The aforementioned circumstances shall also not be the responsibility of the contractor if they occur during an already existing delay in delivery. If the fulfillment of his delivery obligation appears impossible to the contractor due to such reasons, he can withdraw from the contract without the client being entitled to any claims as a result.

3.3 The delivery period shall be deemed to have been observed if the delivery item has left the factory or readiness for dispatch has been notified by the end of the delivery period.

3.4 Claims for damages by the customer are excluded in all cases of delayed delivery or performance. This shall not apply if liability is mandatory in cases of intent or gross negligence.

3.5 The Customer's right to rescind the contract after the fruitless expiry of a grace period granted to the contractor shall remain unaffected.

3.6 Unless fixed acceptance periods have been agreed, the customer must accept the delivery item within 8 days of notification of completion.

3.7 If the customer has placed an order on call, he must accept the delivery item - in the case of orders for several delivery items all - within 12 months from the date of receipt of the order. Section 3.6 shall apply accordingly. Special conditions apply to development orders.

3.8 If the customer does not fulfill all or part of his obligations under 3.6 and 3.7, the contractor shall be entitled, without prejudice to further legal possibilities, to demand immediate payment, to store the delivery item at the expense and risk of the customer or to otherwise dispose of the delivery item and to supply the customer at the next possible time. In these cases, the risk of accidental loss or accidental deterioration shall pass to the customer upon notification of readiness for shipment. After expiry of a grace period of two weeks to be set by the contractor, the Contractor shall be obliged to the customer is entitled to withdraw from the entire contract and to claim damages for non-performance in respect of the entire contract or parts thereof. A threat of refusal is not required in any case. If damages are claimed for non-performance, the damages to be compensated shall be a lump sum of 15% of the net purchase price unless the contractor proves higher damages or the client proves lower damages.

3.9 Shipment shall be ex works at the expense and risk of the Principal. Transport, breakage, theft and other insurances shall only be taken out by the contractor on the basis of the following conditions

express request and invoice of the customer off.

3.10 If dispatch is delayed at the customer's request, the customer shall be charged, starting one month after notification of readiness for dispatch, the costs incurred for storage and financing in the supplier's works, but at least 0.5% of the invoice amount for each month. The contractor shall, however, be entitled, after setting and fruitless expiry of a reasonable period, to dispose of the delivery item otherwise and to supply the customer within a reasonably extended period.

4. Prices and terms of payment

4.1 The prices are quoted in Euro and, in the absence of a special agreement, shall apply ex works including loading at the works, but excluding packaging and other shipping and transport costs. Packaging shall be charged at cost and shall not be taken back. Value added tax at the statutory rate shall be added to the prices.

4.2 If the scope of delivery is below the minimum order value according to the valid price list, the minimum order value shown in the price list shall be charged if the order contains less than this minimum order value.

4.3 In the event of significant, unforeseeable changes in production costs which cannot be influenced by the contractor, the contractor reserves the right to agree with the customer on a price which deviates from the order confirmation.

4.4 If the Customer requests changes after confirmation of the order, the corresponding additional costs will be charged.

4.5 In the absence of a special agreement, payments shall be made within 30 days of the invoice date without any deduction or within 10 days with a 3% discount.

4.6 The date of performance for all payments shall be the day on which the client has initiated the payment owed.

4.7 If the payment deadline is culpably exceeded, interest at a rate of 4% above the respective interest rate of the European Central Bank for 3-month credits shall be charged, subject to the assertion of further claims, without the need for a prior reminder. In the event of default in payment as well as in the event of justified concern about a significant deterioration in the customer's financial situation or inability to pay, the contractor may suspend delivery and, at his own discretion, demand immediate advance payment of all claims, including those not due. If the Customer does not comply with the demand for advance payment or security within a reasonable period, the contractor shall be entitled to withdraw from all contracts and to charge the Customer for costs incurred and to be incurred as well as lost profits.

4.8 If we, without being obliged to do so by the customer, agree to take back a delivery, we shall be entitled to a lump sum cost of 10% of the net invoice value attributable to the returned goods plus VAT without special proof, unless the customer proves a lower loss or we prove a higher loss.

4.9 Withholding payments due to counterclaims is not permitted.

5. Retention of title

5.1 Until all claims have been paid in full, the contractor retains title to the delivered items and to any new items resulting from processing and installation.

5.2 The Customer may neither pledge the goods delivered under retention of title nor assign them by way of security. In the event of seizure, confiscation or other dispositions by third parties, the Customer shall notify the Contractor thereof without delay.

5.3 If the goods are treated or processed by the Customer, the retention of title shall extend to the entire new item. If the goods are processed, combined or mixed with other goods, the contractor shall acquire co-ownership in the fraction corresponding to the ratio of the value of his goods to that of the other goods used by the customer at the time of processing, combining or mixing. The handover shall be replaced by the fact that the customer co-owns the new item for the contractor. The customer shall be entitled to resell the goods subject to retention of title within the framework of an orderly business operation. If the customer sells these goods on his part without receiving the full purchase price in advance or concurrently with delivery of the purchased item, he shall agree a retention of title with his customers in accordance with these conditions.

The customer hereby assigns to the contractor his claims from this resale as well as the rights from the retention of title agreed by him. At the request of the contractor, he is obliged to inform the purchasers of the assignment and to provide the necessary information and documents for the assertion of his rights against the purchasers.

6. Warranty

6.1 Defects notified to the contractor in the goods delivered by him within 6 months after commissioning, but no later than 12 months after transfer of risk, shall be remedied by the contractor at his own discretion or replacement goods shall be delivered, which he shall be entitled to do even after unsuccessful rectification. We acquire ownership of parts which are removed for the purpose of replacement. The written notification of defects must be received by the contractor within 14 days of delivery of the goods to the customer or the specified recipient in the case of obvious defects, or immediately after detection in the case of defects that are not recognizable. The customer shall have the right to choose between rescission of the contract or reduction of the price if the repair attempts and the replacement delivery fail. Spare or wear parts or parts for further processing must be inspected immediately after delivery by the customer and any defects reported immediately. For defects which could have been detected before installation or processing, all warranty claims shall lapse after processing or installation.

6.2 Warranty claims of the Customer shall not exist if the delivery items are improperly assembled or used, in particular in violation of statutory provisions or of assembly or operating instructions. The customer shall be obliged to give the contractor the opportunity to inspect and, if necessary, to replace the delivery complained about.

6.3 If the Customer arranges for the delivered goods to be inspected and if he indicates a defect for which the contractor would be liable in accordance with the above Section 6.1, the Customer shall bear the costs incurred if it turns out that there are no defects.

6.4 Further claims of the customer, in particular due to consequential damage caused by defects, insofar as these do not result from the absence of warranted characteristics, are excluded. This shall not apply if the contractor is guilty of intent or gross negligence.

6.5 Costs for the outward and return shipment of the delivery item as well as for its packaging shall be borne by the contractor, unless otherwise agreed between the client and the contractor.

7. Warranty service

7.1 The contractor assumes the guarantee for the goods delivered by him. The guarantee is covered by a product liability insurance. The warranty case only exists if the product has a defect. The contractor decides whether the product will be replaced or repaired. In the event of a warranty claim, the replacement and repair is free of charge for the customer.

7.2 The warranty period is 2 years for plastic articles and 5 years from the date of sale for all articles made of metallic materials. The guarantee expires at the end of this period.

7.3 The warranty case must be notified to the contractor immediately after becoming known. The notification must be made directly to the contractor in writing immediately.

7.4 The notification must contain the place of installation, the date of the defect, the place and date of purchase as well as damage documentation. The defective product and the installation situation must be made available to the contractor on request.

7.5 Costs for the outward and return shipment of the delivery item and for its packaging shall be borne by the contractor, unless otherwise agreed between the client and the contractor.

8. Transfer of risk

The risk shall pass to the customer upon acceptance, on the day of the unfounded refusal of acceptance, in the event of the customer's failure to act after expiry of the periods set out in paragraphs 3.6 and 3.7 above or of any separately agreed acceptance period. If dispatch of the delivery item to the customer or to third parties has been agreed, the risk shall pass to the carrier when the delivery item is handed over. In any case, the risk shall pass upon the use of the delivery item. If the contractor takes back the goods for reasons for which he is not responsible, the customer bears the risk until the goods are received by the contractor.

9 Liability

9.1 Claims for damages by the customer for whatever legal reason, including claims arising from tort or consequential damages, are excluded. This shall not apply if the contractor is guilty of intent or gross negligence or is liable for the absence of warranted characteristics.

9.2 The exclusion of liability shall not apply if the customer claims personal injury or damage to property on the basis of the Product Liability Act which can be traced back to the defectiveness of the delivered item.

9.3 The contractor shall not be liable for damage arising for the following reasons: unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, non-observance of the operating instructions, faulty or negligent handling, natural wear and tear, chemical, electrochemical or electrical influences, unless they are attributable to intent or gross negligence on the part of the contractor, unauthorized modifications or repair work as well as the actions listed under Section 6.2.

10 Copyright

10.1 The contractor retains title to drawings, sketches, cost estimates and other documents attached to his offers and order confirmations. The client may only use them for the agreed purpose and may not reproduce them or make them accessible to third parties without the consent of the contractor. Upon request, these documents themselves and all copies thereof shall be returned to the contractor. **10.2** Tools and/or equipment manufactured by the contractor shall remain his property even if the costs have been charged in whole or in part.

11 Place of performance and jurisdiction

Place of performance for all obligations arising directly or indirectly from this contractual relationship including the obligation to pay is Siegen for fully qualified merchants, legal entities under public law. In the case of other contractual partners, Siegen shall be deemed agreed with regard to the place of performance and the place of jurisdiction in the dunning procedure. The contractor is also entitled to sue before a court which is competent for the principal's place of business.

12 Severability clause - validity clause

Should a provision of these GTC be or become void, the remaining GTC shall remain valid. The same shall apply if it should turn out that these GTC contain a gap. Instead of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes closest to what the contractor would have wanted if he had considered the point in the drafting of these GTC. This shall also apply if the invalidity of a provision is based, for example, on a measure of performance or time (deadline, date) standardized in these General Terms and Conditions; in such cases, a legally permissible measure of performance or time (deadline, date) which comes as close as possible to the intended shall replace the agreed one.

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