

1. General information

1.1. We buy exclusively under the following conditions. The Seller's terms and conditions do not apply, even if they only supplement our terms and conditions. Our Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation in the knowledge that the Seller's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

1.2. These Terms and Conditions of Purchase shall also apply to future contracts with the Seller, even if they are not expressly agreed again.

1.3. These conditions apply only to entrepreneurs.

2. Delivery

2.1. Agreed delivery dates are binding.

2.2. As soon as the Seller must expect not to be able to meet agreed delivery dates, he must notify us immediately, stating the reasons and the expected duration of the delay. Only if we subsequently agree in writing to a certain time limit being exceeded will there be no delay in this respect. In this case, the originally agreed delivery dates shall be replaced by the newly agreed dates to which all other legal consequences under these terms and conditions shall apply.

2.3. If the Seller is in delay with his performance, we shall be entitled to the statutory claims.

3. Liability of the Seller

3.1. The Seller shall be liable for defects without limitation according to the statutory provisions. The same shall also apply to claims for damages arising from other breaches of duty, from tortious acts and for claims for damages due to non-fulfillment.

3.2. The Seller warrants that the goods delivered by him comply with the legal provisions of the country to which the goods are delivered and sold in accordance with the intended purpose regarding their composition, quality, packaging, declaration and goods specification.

3.3. The Seller further warrants that the goods are free from third party rights, in particular that the goods are not subject to third party property rights or domestic or foreign industrial property rights which could be infringed by the delivery to us or by resale of the goods to end consumers. In the event that third parties assert such rights to the goods, the Seller is obliged – without prejudice to further rights on our part – to clarify the justification of the asserted claims immediately, in consultation with us. The Seller shall indemnify us and our customers for claims arising from infringements of copyrights, trademarks or patents. This obligation to indemnify is not limited in amount.

3.4. We will give notice of obvious defects within two weeks of delivery, of hidden defects within two weeks of their discovery.

3.5. In the event of non-compliance with fixed deadlines, warranted characteristics and guarantees, as well as in the event of irreparable defects of title, we may withdraw from the contract and demand lump-sum damages in the amount of 10% of the purchase price, unless the Seller can prove that the damage suffered by us was less. This does not affect our right to claim higher damages. This shall also apply if only parts of the deliveries have material defects or defects of title.

4. Reservation of title, prohibition of assignment

4.1. We agree to the Seller's simple retention of title, i.e. the ownership of the goods is transferred to us upon payment. We are entitled to process or sell the goods in the ordinary course of business.

4.2. The assignment of claims of the Seller against us to third parties is excluded.

5. Payment

5.1. Unless otherwise agreed, the invoice shall be paid either within 14 days with a 3% discount or within 30 days without discount from the due date of the payment claim and receipt of both the invoice and the goods or provision of the service. Payment shall be made subject to invoice verification.

5.2. We shall be entitled to set off any counterclaim against claims of the Seller.

6. Provided items

Materials, parts, containers and special packaging provided by us shall remain our property. They may only be used in accordance with the contractual provisions. The processing of materials and the assembly of parts is carried out for us. It is agreed that we shall be co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the total product, which shall be kept safe for us by the Seller.

7. Place of jurisdiction, choice of law

7.1. As far as the Seller is a merchant in the sense of the German Commercial Code (*Handelsgesetzbuch*), Engelskirchen shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

7.2. The legal relations between the Seller and us are subject exclusively to the law of the Federal Republic of Germany including the UN Convention on Contracts for the International Sale of Goods of April 1980 (CISG).

8. Final provision

All provisions contained in these terms and conditions are divisible and are to be assessed separately from the remaining provisions, if one or more provisions are invalid. Should one of the above provisions be invalid or not become part of the contract, the validity of the remaining provisions shall not be affected. In this case, the parties to the contract now undertake to enter into negotiations with the aim of replacing the invalid by a clause that comes as close as possible to what the parties had economically intended with the previous provision.