

# General Terms and Conditions of Sale and Delivery

effective from September 1<sup>st</sup> 2018



## 1. General Provisions

- 1.1. All deliveries and services of id-Technik GmbH are subject to these General Terms and Conditions of Sale and Delivery. To be valid, any deviations, amendments or supplements must be made in writing. Purchasing terms of the buyer shall not become part of the contract even if the contracting partner makes reference to such.
- 1.2. Samples, cost estimates, drawings and similar information shall remain our property. Where such information is stored in electronic form, we retain the copyright. Sharing with third parties is prohibited.

## 2. Offer, Order, Contract Conclusion, Call-off Orders

- 2.1. All offers are for information only and subject to confirmation. All orders are subject to acceptance by way of order confirmations. Any and all side agreements and amendments are subject to our written confirmation.
- 2.2. The buyer shall check whether the ordered goods are suitable for the intended purpose. We do not accept any liability for the suitability of the goods.
- 2.3. The buyer shall accept call-off orders according to the period agreed in the order confirmation. If the buyer is in arrears with the order call-off for more than one month, we may deliver and invoice the remaining quantity to the buyer.

## 3. Prices

- 3.1. Unless expressly agreed otherwise, all prices are quoted ex works, without any deductions, and exclusive of packaging, loading, freight and transport insurance.
- 3.2. Should labour costs and other costs increase prior to the delivery of the goods due to unforeseen events (commodity embargo, etc.), we expressly reserve the right to raise the prices accordingly.

## 4. Terms of Payment, Collateral

- 4.1. Our invoices are payable in advance without any deductions or charges.
- 4.2. Offsetting of counterclaims of the buyer, deductions from our invoice amounts, especially due to alleged defects, and assertion of rights of retention are not permitted.
- 4.3. The buyer will fall into arrears as of the due date, without any need for a reminder. Default interest and other losses due to the default shall be governed by Section 288 of the German Civil Code (BGB).
- 4.4. Satisfactory information is required for the execution of the orders. Should we retroactively learn that the buyer's solvency is insufficient, we may decide to perform the delivery only after receiving full payment or to rescind the order without prior notice and without any obligation to pay damages. Should the buyer's solvency deteriorate after the conclusion of the supply contract pursuant to Section 321 of the German Civil Code (BGB) or should a change occur with respect to the person of the buyer, we may request advance payment on any outstanding shipments. If this request is not complied with within two weeks, we may, without granting any grace period, rescind the contract or claim damages for non-performance and revoke any moratorium granted.

## 5. Delivery, Delivery Delays

- 5.1. Delivery periods shall begin only after full clarification of all questions required for the execution of the order. The delivery periods will be deemed complied with upon despatch of the goods or, if the despatch is not possible due to no fault of our own, upon notification that the goods are ready for despatch. The agreed delivery periods shall be extended by any period during which the buyer is in arrears with his obligations from the same contract or another contract. If we fail to comply with our delivery obligations or fail to do so in due time, the buyer shall grant us a grace period of at least six weeks in writing. Should the grace period expire unsuccessfully due to our fault, the buyer may rescind the supply contract. Any and all further claims of the buyer, e.g. for damages of any kind, are excluded.
- 5.2. In the event of force majeure or other circumstances for which Dörrstein GmbH is not responsible, such as war, unrest, natural disasters, fire, accidents, strike, lockout, traffic blocks, operational restrictions, energy

and raw material shortages and especially official intervention and all events that hinder the production and shipment, we shall be fully or partially exempted from the performance of our delivery obligations.

## 6. Shipping and Packaging

The goods will be shipped ex works Ladenburg, Germany, for the account and at the risk of the buyer. The shipping costs will be calculated according to the weight and dimensions determined by us. We shall be free to select a shipping method, unless the buyer requests a specific method. Any packaging material provided by us will be charged for and will not be taken back.

## 7. Complaints, Warranty

- 7.1. Complaints or defect reports will be taken into consideration if submitted without delay – at the latest within 10 days – of the receipt of the goods. In all cases of a justified complaint or defect report, we shall be given opportunity to replace the goods delivered by us free of charge. Any and all further claims of the buyer, e.g. for damages of any kind, are excluded.
- 7.2. We do not accept any liability for any damage that appears only after processing or modifying the goods. For claims for damages are excluded.
- 7.3. The warranty period is 12 months from the date of delivery

## 8. Retention of Title

The goods delivered by us remain our property until the invoice amount as well as all our claims from our business relationship including all ancillary claims are fully paid. The buyer is not authorised to pledge the goods delivered by us to third parties or to assign them as collateral.

## 9. Infringement of Our Security Interests

In the event of seizure of goods that are still our property or of the claims against his customers that have been assigned to us, the buyer shall notify us immediately and pay the costs of any intervention proceedings in advance; ultimately, these costs shall be borne by the buyer if the defendant does not refund them.

## 10. Risk Transfer upon Despatch

If the goods are dispatched to the buyer at the request of the buyer, the risk of accidental loss or accidental deterioration shall pass to the buyer upon despatch to the buyer, at the latest when the goods leave the warehouse. This shall apply regardless of whether the goods are dispatched from the place of performance or by whom the freight costs are borne.

## 11. Miscellaneous

- 11.1. The place of performance is Ladenburg, Germany.
- 11.2. The course of Mannheim, Germany, shall have exclusive jurisdiction.
- 11.3. German law shall apply exclusively, under exclusion of the UN Convention on Contract for the International Sale of Goods (CISG).
- 11.4. If a dispute should arise from or in connection with the contract, the parties undertake to conduct arbitration proceedings according to the provisions of the Arbitration and Dispute Resolution Service for Commercial Disputes of the Rhine-Neckar Chamber of Industry and Commerce before filing action with an arbitration tribunal or an ordinary court. Action shall only be filed with the arbitration tribunal or an ordinary court if the claimant has tried in vain to conduct arbitration proceedings or if, after fruitless arbitration proceedings, the Arbitration and Dispute Resolution Service referred to in the preceding sentence confirms that these proceedings have been finished.

## 12. Final Provision

Should individual parts of these General Terms and Conditions of Sale and Delivery be or become invalid by virtue of law or special regulations, this shall not affect the validity of the remaining provisions.

This version of the General Terms and Conditions of Sale and Delivery is a translation from German into English. The German version alone is legally binding.