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CEFEG GmbH, Chemnitz, Germany GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

As at August 2020

1. Scope of application and general provisions

- 1.1. These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as “Terms of Sale”) apply to all our business relations with our customers (hereinafter referred to as the “Buyer”), insofar as these are entrepreneurs, legal entities under public law or public-law special funds within the meaning of Section 310 (1) German Civil Code (BGB).
- 1.2. We do not accept any Buyer terms and conditions that conflict with or deviate from our Terms of Sale, unless we have expressly agreed to them in writing. Our Terms of Sale also apply in cases where we undertake delivery or perform the service without reservation in the knowledge that the customer’s terms and conditions conflict with or deviate from the said terms.
- 1.3. Individual agreements entered into on a case-by-case basis (including collateral agreements, supplements and amendments) shall always take precedence over the present Terms of Sale. Subject to proof to the contrary, the content of such agreements shall be determined by a written contract or our written confirmation.
- 1.4. Legally relevant declarations and notifications by the Buyer with regard to the contract (in particular relating to the setting of deadlines, notification of defects, or reduction/cancellation declarations) must be submitted in writing or electronically. Statutory requirements on format and further evidence, especially in cases where there is doubt with regard to the legitimacy of the person making the declaration, shall remain unaffected by this.
- 1.5. These terms and conditions of sale and delivery shall also apply to future deliveries and services, even if they are not expressly agreed for the specific case in question, provided that they relate to comparable legal transactions.
- 1.6. Any references to the validity of statutory provisions in the present Terms of Sale are made solely for the purpose of clarification. Statutory provisions also shall apply in the absence of such clarification, unless they have been amended or excluded in these Terms of Sale.

2. Offers and conclusion of contract

- 2.1 Buyers’ orders and contracts, and any amendments to the same, shall only be binding where they are issued or confirmed in writing.
- 2.2 Where no duration is expressly agreed, quotes are subject to change and are non-binding. Buyers’ orders constitute binding offers which we may accept within one week of receipt of the offer. We may also imply our acceptance by delivering the goods in question.
- 2.3 Documents pertaining to offers, such as illustrations, drawings, weight specifications, shall be non-binding unless they have been expressly designated as binding.
- 2.4 We reserve all proprietary rights and copyright to documents - including those in electronic form - in particular drawings, illustrations, calculations and cost estimates provided by us to customers in connection with the processing and/or acceptance of orders. This shall also apply to documents that are designated “confidential”. Such documents may not be made available to third parties unless we



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have given our express written agreement to their disclosure. Our further rights shall remain unaffected by this provision.

3. Prices and terms of payment

- 3.1 Unless agreed otherwise, the prices stated in our order confirmation are “ex works” Chemnitz and do not include packaging and shipping. Our prices do not include value added tax (VAT); this is shown separately on invoices and is charged at the applicable statutory rate for the invoice date.
- 3.2 Goods will be packaged as is customary for the sector and unless otherwise agreed we will charge the Buyer separately at cost price for this. Estimated transport costs are based on standard industry shipping arrangements and normal, unimpeded transport conditions. Any additional costs arising from an impediment to shipping and/or transport arrangements for which we are not responsible shall be borne by the Buyer. In all other respects the statutory provisions shall apply.
- 3.3 Discount may only be deducted if the appropriate agreement is in place.
- 3.4 In the event that more than four months elapse between the conclusion of the contract and the provision of the service in question and where the market price or our production costs have increased by the time such service is provided, we reserve the right to increase the price as appropriate, to the extent that a fixed price has not been agreed. Where the increased price is 20% or more above the price agreed, the Buyer shall have the right to withdraw from the contract. This right must be asserted immediately upon notification of the increased price.
- 3.5 All invoiced amounts shall be paid upon receipt of invoice at the latest within 30 days of delivery, and in the case of delivery ex works within 30 days of the goods being made available on our premises or their readiness for dispatch being notified. For non-cash payments, payment shall be deemed to have been made when we receive the amount in question.
- 3.6 If the stated payment deadline is passed, the Buyer shall be in default. Where Buyers default on payments, we shall be permitted to charge interest on arrears at a rate of 9 percentage points above the relevant base interest rate p.a., without issuing any further reminder. We reserve the right to assert claims for any further damages caused by delay. With regard to merchants, our entitlement to interest after due date (Section 353 German Commercial Code (HGB)) shall remain unaffected by this rule.
- 3.7 In the event of circumstances subsequently arising or becoming known to us that may jeopardise our claim, we reserve the right to issue a written declaration requiring payment in advance or security in the amount of the invoice value of the delivery. If the Buyer does not provide advance payment or security within a reasonable period following the written request, we shall be entitled to withdraw from the contract.
- 3.8 The Buyer is required to check our invoices, in particular balance confirmations and other statements of account, for correctness and completeness immediately upon receipt and to raise any obvious problems immediately.
- 3.9 The Buyer shall only be entitled to offset undisputed or legally established claims against our payment claims or to withhold payment. In the event of goods being defective, the Buyer’s reciprocal rights shall remain unaffected by this provision.



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4. Delivery and assumption of risk

- 4.1 In the absence of any other agreement, where we are obligated to ship goods in individual cases, we shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) ourselves. Cardboard packaging is not returnable. Pallets and containers shall be treated as on loan and exchanged on delivery for equivalent, serviceable pallets and containers.
- 4.2 The risk of accidental loss or deterioration shall pass to the Buyer at the latest upon delivery of the goods. In the case of contracts involving the carriage of goods, liability for this and for any delay shall pass to the Buyer when the goods are handed over to the forwarding agent, the carrier or any other designated person or institution. Where a site acceptance test has been agreed, this shall determine the transfer of liability. In all other respects the statutory provisions shall apply.
- 4.3 The assumption of risk rule set out at Section 4.2 of these Terms of Sale shall also apply in the event of partial deliveries that are not rejected by the Buyer as permitted or in the event that we have taken over other services, such as shipping costs or delivery and installation. At the request of the Buyer and at the Buyer's expense, we will insure the shipment against theft, breakage, transport, fire and water damage and other insurable risks.
- 4.4 In the absence of any specific instructions and insofar as we have taken over shipment in individual cases, we will ship to the address specified in the order, without assuming any liability for the use of the cheapest means of transportation.

5. Delivery times and dates

- 5.1 Where orders are placed on the basis of deadlines for delivery, delivery periods begin with the dispatch of our order confirmation, but not before the Buyer has provided the necessary documents, approvals, and releases or before an agreed down payment has been received.
- 5.2 Where delivery ex works has been agreed, delivery deadlines shall be deemed to have been met if we have made the goods available on our premises and informed the Buyer of this before the expiry of the deadline.
- 5.3. If the Buyer delays acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to require compensation for the resulting damage, including any storage costs incurred. In such cases we will calculate compensation at a flat-rate of 0.5% of the net invoice amount per calendar week, starting from the delivery deadline or, if no delivery deadline has been agreed, notification of readiness for dispatch. We reserve the right to claim further damages. The Buyer shall be entitled to prove that we have incurred no or only minor damage. Notwithstanding, we shall be entitled to dispose otherwise of the delivery item once a reasonable period has expired without effect. Our further claims shall remain unaffected by the entire provision.
- 5.4 Any delays in delivery on our part shall be determined in accordance with statutory provisions. However, the Buyer shall be required to issue a reminder in all cases. If we are unable to comply with agreed delivery deadlines for reasons beyond our control, we will inform the Buyer immediately and, wherever possible, specify a new delivery time.
- 5.5 We shall be permitted to provide larger or smaller deliveries as a result of production-related issues and within the scope of standard commercial practice, in respect both of total and of partial quantities. The total price will change in accordance with the size of the delivery.
- 5.6 Partial deliveries are permitted, unless the customer declines them or they are manifestly not reasonable.



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6. Retention of title

- 6.1 We retain title to the delivered goods until all claims arising from the contract have been paid in full. Retention of title also applies to any claims we have against the Buyer resulting from our ongoing business relationship (extended retention of title).
- 6.2 The Buyer shall be entitled to resell conditional goods in the course of normal business transactions and hereby assigns to us all outstanding payments arising from the resale of conditional goods. We hereby accept such assignment. Assignment shall apply irrespective of whether the conditional goods have been resold without or after processing. The Buyer shall continue to be authorised to collect amounts due after assignment. Our authority to collect amounts due ourselves shall remain unaffected. However, we will not collect amounts due as long as the Buyer meets their payment obligations towards us and is not in default of payment.
- 6.3 Retention of title also extends to the full value of the products resulting from the processing, commingling or combination of our goods, in the context of which we are deemed to be the manufacturer. Where third parties retain ownership rights in the event of processing, commingling or combination of their goods with ours, we shall acquire co-ownership in proportion to the invoice values of the processed, commingled or combined goods. In all other respects, the same provisions shall apply to the resulting product as apply to goods delivered subject to retention of title. In order to secure our claims, the Buyer shall also assign to us such claims as accrue to them against third parties through the connection of the conditional goods with a property; we hereby accept such assignment.
- 6.4 We undertake to release securities to which we are entitled at the request of the Buyer if their value exceeds the amounts to be secured by more than 20%.
- 6.5 In the event that actions by the Buyer breach the contract, in particular in respect of default on payment, and an extended grace period has proved unsuccessful, we shall be entitled to withdraw from the contract and require the Buyer to return the goods on the basis of retention of title. However, the assertion of such a requirement to return and our recovery of the goods shall not be deemed a declaration of withdrawal; rather, we shall be entitled to require return of the goods and reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set a reasonable deadline for payment to no avail, or if such a deadline is legally superfluous.
- 6.6 Prior to making full payment, the Buyer may neither pledge goods subject to retention of title to third parties nor assign them as security. In the event of any seizure, confiscation or other dispositions by a third party, the Buyer must inform us immediately, handing over the documents necessary for an intervention, and notifying the third party of the retention of title. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an intervention, the Buyer shall be liable for any loss incurred by us.

7. Warranty

- 7.1 The Buyer's warranty rights presuppose that the Buyer has properly fulfilled their obligations to inspect the goods and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). Without prejudice to any prior statutory duty of notification, complaints relating to obvious faults, in particular quantity, weight or quality, must be made in writing immediately after handover of the goods to the Buyer, and no later than one week after receipt of the consignment.
- 7.2 If, in spite of the exercise of all due care, the delivered goods are found to be defective at the time of the transfer of risk and defects are notified in a timely manner, we will either repair or replace the goods at our discretion. We should always be given the opportunity to fulfil our obligations within a reasonable period. The Buyer's rights of recourse shall remain unaffected by this regulation without restriction.
- 7.3 Rejected goods must be returned to us immediately upon request; where complaints are justified, the cost of transport will be borne by us.



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- Where goods are defective, the Buyer may initially only require rectification of the defect, unless this would be unreasonable for the Buyer. We shall be permitted to supply a replacement instead of repairing goods. In the event that we fail to remedy the situation, the Buyer may - without prejudice to any claims for damages - withdraw from the contract or reduce the purchase price.
- 7.4 In urgent cases relating to operational safety and in order to prevent disproportionate damage, of which we must be notified immediately, the Buyer shall have the right to remedy the defect themselves or have it remedied by third parties.
- 7.5 Buyer claims for expenses incurred as a result of the need to provide remedy, in particular transport, travel, labour and materials costs, shall be excluded to the extent that such expenses increase because the goods delivered by us have subsequently been transferred to a location other than the Buyer's place of business. This shall not apply if the shipment is suitable for its intended use.
- 7.6 We do not grant guarantees in the legal sense of the term. Any assurances given by us shall also not be considered guarantees unless they are explicitly designated as such and have been issued in writing.
- 7.7 Buyer claims for defects shall become time barred 12 months after the transfer of risk. This shall not apply where longer periods are mandatory by law. The statutory limitation period shall apply to claims for damages in the event of intent or gross negligence, or in the event of an intentional or negligent breach of duty on the part of the user leading to injury to life, body or health, , or to claims under the Product Liability Act.

8. Manufacturing equipment

- 8.1 Unless otherwise agreed, tools, moulds, devices, design data and machines produced by us for the purpose of manufacturing the goods ordered by the Buyer remain our property, even where the Buyer has provided remuneration for them. Under no circumstances will ownership of manufacturing equipment be transferred to the Buyer prior to full payment.
- 8.2 The costs of maintenance and appropriate storage will be borne by us until the manufacturing equipment reaches the end of its practical life. The costs of any modifications required, repairs relating to wear or usage and of the replacement of worn parts shall be borne by the Buyer.
- 8.3 We only use contract-related manufacturing equipment owned by the Buyer for orders placed by the Buyer. We keep such equipment for a period of five years after the final delivery to the Buyer and do not use it in the service of third parties during this period or make it available to third parties. If the Buyer wishes to extend this period, they must enter into a separate agreement with us.

9. Liability for damages

- 9.1 Other and further claims by the Buyer for damages are excluded, unless otherwise specified below. The exclusion of liability shall also apply to our legal representatives and vicarious agents.
- 9.2 The exclusion of liability set out in Section 9.1 shall not apply to claims for damages resulting from injury to life, body or health, and claims for damages resulting from the violation of material contractual obligations. Material contractual obligations are those which must be fulfilled in order for the objective of the contract to be achieved (in particular delivery of the purchased item without defect). Similarly, the exclusion of liability does not apply to damages resulting from an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents.
- 9.3 The provisions of the Product Liability Act shall remain unaffected.



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10. Final provisions

- 10.1 Unless otherwise agreed, the place of performance and payment for both parties shall be our place of business.
- 10.2 The sole place of jurisdiction shall be the competent court for our place of business. However, we shall also be entitled to bring action against the Buyer before the court with jurisdiction over the Buyer's place of business.
- 10.3 The law of the Federal Republic of Germany shall apply, with the exclusion of the UN Convention on the International Sale of Goods.
- 10.4 Should any provision of these terms and conditions of sale and delivery be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The same shall apply if any other contractual agreement is or becomes invalid or unenforceable. Statutory rules shall apply in place of any other contractual agreement that is invalid or unenforceable.