

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. **Area of application.** All present and future deliveries and services take place exclusively on the basis of these terms and conditions of sale and delivery. Provisions deviating from these terms and conditions, particularly our customers' general terms and conditions of business, do not apply even if we do not specifically object to their application separately. Orders, etc., must be confirmed by us in writing to be valid. Drawings provided by us must be checked for accuracy and any changes needed must be submitted to us immediately. If changes are not notified to us, we are not liable for defects or their elimination. Our drawings may not be copied or disclosed to third parties. All drawings remain our property.
2. **Quotations.** Our quotations are subject to change. Quotations are subject to prior sale. Details contained in quotations and price lists on dimensions and weights and all illustrations are approximate. Section 312(i) of the Civil Code (BGB) does not apply to transactions executed in connection with electronic commerce unless the customer is a consumer within the meaning of the Civil Code. Section 355 of the Civil Code applies to consumers subject to the restrictions in section 312(g) of the Civil Code.
3. **Prices.** Our prices are quoted ex works plus the statutory VAT applicable at the time and apply only to the agreed scope of services and deliveries. Any additional or special services are charged separately.
4. **Quality/condition.** Our details on the subject of the delivery or service, e.g. values in use, possible applications, load-bearing capacity, intended purposes, tolerances and technical data are descriptions or designations. Special rights may be derived from them only if we have expressly agreed to treat them as binding.
5. **Forwarding.** The customer's forwarding instructions must be stated clearly in the order. Transport risks are borne by the customer. This also applies to partial deliveries or if we have assumed other services (e.g. forwarding or transport) without agreeing a debt to be discharged at creditor's domicile. If forwarding or agreed collection by the customer is delayed for reasons beyond the customer's control, risk is transferred to the customer on the following day after notification that the goods are available for forwarding or collection. We are entitled from such time to charge storage costs. Dispatch is insured by use against transport risks only if agreed. Unloading and storage are the responsibility of the customer. When the customer collects, he or his representative is responsible for loading vehicles. If our employees assist with such loading procedures, they act at the sole risk of the customer and not as our vicarious agents.
6. **Delivery times.** We will endeavour to observe agreed delivery times. If this does not happen, we will inform the customer and specify a new delivery time. If such delivery time is also not observed by us, the customer may exercise his legal rights only if the delivery or service has not taken place within an extension that is established by him and appropriate for us.
7. **Force majeure.** If force majeure and other events occur that are not foreseeable at the time of contractual conclusion (e.g. malfunctions, late deliveries or failures of suppliers to deliver, shortage of energy or raw materials, traffic disruptions and strikes, lockouts and official decrees) and are beyond our control, we are released for the duration of the disruption and its effects from the obligation to deliver or provide the service. If the delivery or service is delayed as a result thereof by more than one month, we are entitled to withdraw from the contract in respect of the quantity affected by the disruption in the delivery or service. Any further claims against us are excluded.
8. **Warranty.** The customer must check whether the goods delivered or the service provided is of the contractually agreed quality and is suitable for the intended use. The provisions of section 377 of the Commercial Code (HGB) apply in all other respects. We will remedy any defects notified in good time in the goods delivered or services provided at our discretion, taking account of the customers' interests, or make a subsequent delivery of goods free of defects or make a subsequent improvement of services. If such measures remain unsuccessful, the customer is entitled to his statutory rights. Rejected goods may be returned only with our express agreement. If a notice of defects is justified, we will reimburse the costs of the most inexpensive return transport of the rejected goods.
9. **Liability.** We have unrestricted liability for wilful intent and gross negligence and in the event of injury to life, body or health for any kind of negligence. We are also liable in cases of strict liability (particularly under the Product Liability Law). For other culpable breaches of material contractual obligations (cardinal obligations), we are liable, regardless of the legal reason, depending on the amount only for losses typical for this kind of contract, i.e. foreseeable losses. We are not liable in the event of negligent breach of other contractual obligations that are not cardinal obligations.
10. **Claim limitation.** Claims against us arising under breaches of contractual obligations for which we are responsible lapse after expiry of one year. This does not apply to wilfully committed breaches of obligations and the customer's claims for defects under sections 438(1) No 2 and 634(a)(1) No 2 of the Civil Code. The statutory provisions apply to the beginning of claims limitation.
11. **Payment** must be made, unless agreed otherwise, within 30 days of the invoice date net cash or within eight days less a 2% discount. Our employees or third parties are authorised to collect debts only with express evidence of our written consent. In the event of a default in payment and justified doubts about the customer's solvency or credit standing, we are entitled irrespective of other rights to demand advance payment for deliveries not yet made or services not yet provided and to make all claims under the business relationship payable immediately. Our obligation to perform is suspended as long as the customer is in arrears with any payment due. In the event of a default in payment, we may charge interest at its prevailing statutory rate. Under section 288(5) of the Civil Code, we are entitled to charge a flat-rate collection fee of €40 for reminder and collection costs. Our right to charge for more extensive damage due to default is unaffected by such flat-rate fee. The customer may offset our claims or assert a right of retention only if the counterclaim is undisputed and legally established. If we have compensation claims arising under any contractual relationship against our purchaser/orderer, we are entitled to demand 20% with regard to the net order/goods value as compensation. The same applies to compensation for any reduction in value. In this respect the other contracting party is expressly permitted to provide evidence that a loss or reduction in value has not arisen at all or is much lower than the flat-rate fee.
12. **Reservation of title.** To safeguard our present and future claims in respect of deliveries made or services provided to the customer, we reserve title in the goods delivered. Title passes to the customer once he has settled his entire liabilities arising under the business relationship. With a running account, reserved title is regarded as collateral for our amount outstanding. If bills of exchange or cheques are given in payment, only encashment is regarded as settlement. Treatment and processing take place for us under exclusion of the customer's acquisition of ownership under section 950 of the Civil Code but without our assumption of any liability. In the event of processing with other goods not belonging to us by the orderer, we are entitled to ownership in the new article in the ratio of the invoice value of the processed reserved goods to the invoice values of the other processed goods. In the event of resale of reserved goods, the customer here and now assigns the receivables to us. In the event of sale of goods in which we have joint ownership, assignment is limited to the share of receivables corresponding to our share of joint ownership. In the event of sale of reserved goods together with other articles (without processing), assignment is limited to the proportionate invoice value of the jointly sold reserved goods. In the event of processing within the framework of a contract for work, the customer's work wage claim is here and now assigned to us in the amount of the proportionate amount of his invoice for the jointly processed reserved goods. As long as the customer is in a position to properly discharge his obligations towards us, he may avail of the goods over which we have reservation of title or that are jointly owned by us in the ordinary course of business and collect the assigned receivables himself. If the total value of the collateral exceeds the secured claims by more than 20%, we are obliged at the customer's request in this respect to release the collateral at our discretion.
13. **The place of performance for delivery and payment** is Südlohn, Westphalia.
14. **General conditions.** German law applies exclusively to the entire legal relations between the customer and us. Application of the UN Convention on Contracts for the International Sale of Goods is excluded. The place of jurisdiction for any disputes arising under the business relationship is in the event of competence of the district court the District Court of Borchen/Westphalia and in the event of competence of the regional court the Regional Court of Münster/Westphalia if the customer is a merchant. The legal provisions on exclusive places of jurisdiction remain unaffected hereby. If any provision in these business terms and conditions is or becomes wholly or partially invalid, the validity of the other provisions will be unaffected thereby. The legally valid rule that comes closest to the purpose pursued by the invalid provision applies in place of the invalid provision or the invalid part of the provision.

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BAUER GmbH

BAUER GmbH
Eichendorffstr. 22
46354 Südlohn
Germany

Tel. +49 2862 709-0
Fax +49 2862 709-155 /-156
info@bauer-suedlohn.de
www.bauer-suedlohn.de

Geschäftsführer:
Heinz Dieter Bauer, Patrick Bauer
Pascal Bauer
Amtsgericht Coesfeld HRB 5259

