

# General Conditions of Sale, Supply and Payment

---

## 1. General

The following conditions are a constituent of the contract. Contradictory conditions on the part of the orderer shall have legal validity only if they are expressly accepted by us in writing.

Any purchasing conditions on the part of the orderer are hereby contradicted. They do not bind us even when they are not expressly rejected once again at the time when the contract is concluded. Our conditions shall count as agreed at the time when our goods are accepted at the latest.

In the event of non-compliance with the conditions, especially in the event of delay in payment by the purchaser, we are entitled to discontinue wholly or partially the performance of existing orders up to fulfilment of the conditions, or to withdraw from orders that are not yet fulfilled.

## 2. Tender and conclusion of contract

All tenders are without obligation. Technical documents and information regarding weights, performances, operating costs etc. are binding only if this is expressly stated.

safetec Brandes and Niehoff GmbH (safetec) has rights of ownership and copyright on quotations, drawings and other documents. Third parties shall not be given access to them and they shall be returned on demand.

## 3. Scope of delivery

safetec's written confirmation of order is definitive for the scope of delivery. Subagreements and modifications require written confirmation by safetec.

If commercially customary clauses regarding the nature of the performance are agreed, then the INCOTERMS of the Paris International Chamber of Trade in the version in force on the day the contract is concluded shall apply to their interpretation.

All public charges (taxes, fees, duties) arising from the performance of the contract outside of the German Federal Republic shall be borne by the orderer.

## 4. Delivery time and obstacles to delivery

The statements of delivery time shall always be regarded as approximate. If as an exception a delivery time is agreed as binding, it shall begin on the day of confirmation of the order but not before clarification of all details of performance and not before receipt of an agreed advance payment.

The delivery time is complied with if the material supplied left the works or its readiness for delivery was notified before its expiry.

Transgression of the period of time or of an agreed deadline date gives the purchaser only the right to fix an appropriate period of grace by registered letter and to withdraw from the contract if it is not fulfilled.

Insofar as our own operation is affected by strike, lock-out or the occurrence of unforeseen impediments lying outside of our volition, e.g. spoilage, breakdowns or delays in the supply of materials and force majeure, the purchaser can request from us a declaration whether we wish to withdraw or to deliver within an appropriate period of time. If we do not make any declaration, the contractual partner can withdraw. In no case can the orderer make us responsible for the resulting damages.

The delivery date is postponed by the duration of the arrears if the orderer is in arrears with his payment and other obligations, or if the technical and commercial questions cannot be clarified within an appropriate period of time.

## 5. Long-term agreements and call-off orders

In the case of agreements whose execution is intended to take place over a prolonged period of time, or for orders on call-off, the call-off and corresponding specifications shall be submitted to us for approximately equal monthly amounts. If call-off or specification does not take place in good time within a period of time to be defined by us, we shall be entitled either to deliver at our discretion without call-off and to invoice the prices in force on the delivery day or, after specifying a deadline date to no avail, to demand compensation for damages because of non-fulfilment or to withdraw from the part of the contract that is in arrears.

## 6. Prices

The prices apply ex works, including loading but without packing, and plus the respective statutory VAT. In the absence of special agreements, we invoice at cost price the packaging that is required or specified, without any obligation to take it back.

The prices are calculated on the cost basis of the tender. *safetec* maintains the right, in the event of changes in material prices, wages or other cost factors, to make a correspondingly appropriate rate notification, provided that a time frame of 4 month exists between the date of the contract and the agreed delivery date.

## 7. Payment conditions

Payments shall be made without deduction and free of charge at our bank within 30 days after delivery, unless otherwise expressly agreed. The current statutory amount of VAT becomes due for payment when the invoice is rendered.

If payment is made by accepted bill of exchange or customer's bill of exchange, we reserve the right of acceptance. Moreover the General Bank Conditions shall apply. The discount rates of our banks will be invoiced up to the due dates of the stage payments. Stamp duties on bills of exchange shall be borne by the acceptor. Cash discount is not given for payments by bill of exchange.

In the event that agreed payment deadline dates are exceeded, safetec is entitled to charge delay interest of 8% above the German Federal Bank's discount rate. The same applies when payments are deferred.

The orderer cannot enforce any right to retain payment.

## 8. Warranty

To the exclusion of all other claims, safetec gives a warranty for adherence to expressly guaranteed properties and for faultless design and faultless material to the extent that parts of the delivery that were unusable as a result of such defects or whose usability was significantly impaired will at our discretion either be repaired by us free of charge or will be replaced by us by other components free of charge and for carriage-paid return.

The warranty begins on the commissioning day and ends 12 months thereafter, but at the latest 18 months after delivery date.

*safetec* provides the same extent of warranty for repair work and replaced parts as for the goods originally delivered.

In the event of modifications or repair work carried out improperly by the orderer or third parties, without prior approval by safetec, liability for the resulting consequences is voided.

Normal wear is excluded from the warranty. Improper storage, handling and use, defective installation and commissioning, unsuitable operating materials and chemical and electrical effects are excluded from the warranty. The same applies to other circumstances lying after the transfer of risk and which arose through no blame on the part of safetec.

In cases where the goods supplied are electrically operated, safetec is not liable for the reverse effects of the start-up current on the power distributor's electricity network or on electrical equipments or machines connected to this electricity network.

The warranty claim expires if

- the warrantable defect was not notified in writing to safetec without delay, at the latest within 10 days after its discovery;
- the orderer had not obeyed the rules for handling and servicing the article supplied, and/or did not arrange for the specified maintenance intervals to be carried out properly.

In order to undertake the required repair work, the orderer shall

- provide the required time and opportunity,
- provide personnel assistance, instruments and operational equipment at his own expense.

Warranty claims expire 6 months after the date of proper complaint if the orderer does not fulfill the above-mentioned conditions.

## **9. Transfer of risk**

The risk is transferred to the orderer when the consignment has left the works. If delivery is delayed for reasons for which safetec is not responsible, then the risk is transferred to the orderer on the day of readiness for delivery, although safetec undertakes, at the orderer's request and expense, to effect the insurance requested by the orderer.

## **10. Reservation of ownership**

The goods supplied remain the property of safetec until full payment of the required purchase price. The machining or processing by the orderer of the goods supplied takes place for safetec and is not grounds for acquisition of ownership pursuant to § 950 of the Civil Law Code.

In the event of processing together with other goods not belonging to safetec, then safetec is entitled to co-ownership of the new article in proportion to the value of the reserved goods to the other goods processed.

In order to safeguard safetec's claims, the orderer now assigns his entitlements up to this amount from the resale of the goods, regardless of whether the reserved goods were resold without processing or after processing, or whether they were sold on to one or more customers.

If the orderer resells reserved goods together with other goods not belonging to safetec or if goods in safetec's ownership after processing are resold, then the purchase price claim is assigned to safetec up to the amount of the value of the reserved goods and / or co-ownership proportion.

Until revocation, the orderer is entitled to collect in his own name the claims assigned to *safetec*.

The orderer shall notify safetec without delay in the event of distraint or other impairments of the owner's interests.

If the orderer behaves in breach of contract, and especially in the event of delay in payment, safetec shall be entitled to recover the goods and the orderer is obliged to surrender them. If the goods supplied have been used, safetec is entitled to invoice a value reduction of 25 % for the first 6 months and 2 % for each additional month beyond that.

## **11. Orderer's right to withdraw**

The orderer can withdraw from the contract by written declaration, but only if:

- it has become completely impossible for safetec to fulfill the contract. In the event of partial impossibility, the right to withdraw exists only if the part delivery is demonstrably of no interest to the orderer. Otherwise he can request an appropriate reduction in the purchase price. If the impossibility arises during the acceptance delay or as a result of the orderer's fault, then the latter remains obliged to make recompense. If the impossibility is not the responsibility of either party to the contract, safetec has a claim to reimbursement to the extent of the work performed.
- safetec is in arrears with delivery and has blamefully allowed an adequate period of grace with threat of withdrawal to elapse unused.

## **12. Supplier's right to withdraw**

In the event of unforeseen events within the meaning of Section 4 of these Conditions of Sale, and to the extent that they considerably alter the commercial significance or content of the delivery and performance or have a considerable effect on the supplier's operations, and in the event that the impossibility of carrying out the contract becomes apparent at a later date, the contract shall be adapted in an appropriate manner. Where this is economically unjustifiable, the supplier shall have the right to withdraw wholly or partly from the contract.

The orderer shall not have any claims for damages because of a withdrawal of this kind. If the supplier wishes to make use of the right to withdraw, he must inform the orderer of this without delay after becoming aware of the consequences of the event, even if a prolongation of the delivery period was initially agreed with the orderer.

## **13. Place of performance**

The place of performance for all claims arising from the contract is D-21379 Scharnebeck.

The place of jurisdiction for all disputes arising from the contractual relationship, including bill of exchange, cheque and document proceedings, is D-21339 Lüneburg.

## **14. Applicable law and validity of the contract**

German law shall apply to the contractual relationships, to the exclusion of the international law concerning the conclusion of contracts and purchasing.

- 15.** If a part of the contract becomes ineffective, the validity of the remaining part remains unaffected.

**Edition of 21 November 2019**