

General terms and conditions of delivery, sales and payment (valid October 2014)

■ 1. General

All sales, other performances and offers are carried out exclusively for our following general terms and conditions of delivery, sales and terms of payment that are regarded as recognised by ordering. They are agreed also for all future business relations. Divergent clauses, purchase conditions of the buyers standing contrary particularly, are obligatory for us only when they are respected by us particularly and in writing. This is valid, too, when we particularly don't contradict differing clauses of the buyer.

■ 2. Offers and prices

All offers and prices are in Euro without value added tax and are fundamental in the case of the intended or actual delivery opposite this in § para. BGB para. 310 described group of people subject to alteration. All prices are plus packing costs as of dispatch position Stockelsdorf. The value added tax comes to the prices in legal height on the day of the delivery.

■ 3. Delivery and dispatch

All shipments also on freight paid delivery travel on invoice and danger of the buyer and on the way seeming to us most favourably. Delivery times are obligatory only at an express identification. The right of an additional respite adequate the business style remains left, readily we at the compliance with the delivery time by unforeseen circumstances, we that are beyond our will and sphere of influence is, impeded. Procurement of materials difficulties also entered afterwards, breakdowns, strike, lockout, and a staff shortage, lack of means of transport, official orders etc. are included even if they enter with our suppliers or sub-suppliers. If the dispatch is delayed because of such circumstances, which are beyond our will or sphere of influence or for reasons, the buyer has to represent these, so the danger changes on the buyer on the day of the dispatch readiness.

■ 4. Payment

Cash discount is all invoices due for the payment from goods deliveries the invoice figure every discount of or within without pay within 14 days after date of invoice deducting 2% for 30 days. Invoices for other performances have to be paid without every discount within 14 days after date of invoice. At transgression of credit periods we are authorised to bill for default interest or other damages in height to be proved legally more well-founded or more largely concrete; at least but in the amount of 8% above the respective base interest rate of the European Central Bank. Counter demands entitle the buyer to the balancing only when we state these undisputedly or finally. Retention's are entitled to the buyer only because of claims from the same contract relationship.

■ 5. Safeguarding, reservation of proprietary rights

The delivery of the product is under reservation of title in accordance with § 449 BGB with the following expansions:

a. All delivered goods remain our property (reservation goods) are until the fulfilment of all claims queuing in future against the buyer from all business connections. The reservation of title lasts, too, when individual claims are included in a regular invoice (account current) and the balance is drawn and recognised.

b. The buyer keeps the reservation product for us safe free of charge and has to insure these at the expense of his own.

c. A property acquisition of the buyer or third party engaged by it in the case of the processing is excluded and we are carried out always for. As true goods standing in our property the co-ownership is due con-others to us at the newly created thing in accordance with § 947, para. 1 BGB, in connection. In the case of the processing in accordance with § 950 BGB of our goods we are regarded as manufacturers according to this prescription.

d. The buyer is only and in this respect entitled to the resale of the reservation product when this is carried out in proper commercial traffic and no more after a stoppage of payments. Pawning, transfers of ownership as security on a debt etc. are forbidden to the buyer; possible distraints and other impairments of the reservation product by third parties have to be immediately shown to our upheld rights and us.

e. In the case of the resale of the reservation product, same in which condition the buyer hands everyone over to him already now from the business relations to claims being entitled to his buyers in connection with the further alienation together with besides rights to us. The claims gone off serve the safeguarding of our claims from all business connections with the buyer to at least to the height of the value of the reservation product sold. The buyer remains entitled and committed to the move of the claims gone off unless he suspends his payments or we revoke this collection authorisation. The buyer has us on desire to inform immediately in writing to whom has he sold delivering objects which claims are entitled to him from the alienation and hand over these for the collection to required documents.

f. At behaviour of the buyer particularly also at delay in payment contrary to the terms of the contract the complete rest claim is immediately due. We are authorised to ask the handing out of the in front of keeping good and to collect this from the buyer without contract stepping down from it before because of this.

g. We oblige each other the value to the release of claims gone off after a choice of one's own on desire of the buyer, ready to protecting oneself around more as 20% exceed and from already paid this one claim deliveries this is.

■ 6. Lacks

Guarantee claims of the buyer go, classed from the day of the danger transition, after 12 months. warranty claims excluded. Insignificant or commercial deviations of the goods, particularly such of the colour deviation, none justify liability obligation opposite us. The buyer must immediately inform us about claims because of not obvious lacks in writing after discovery. In the case of the cash sale the payment voucher has to be presented at claims on our guarantee. Our liability obligation doesn't contain normal signs of wear and escapes improper treatment and improper maintenance in the case by the buyer. The buyer has to give us the required and adequate time and opportunity to the improvement. The rights of the buyer going on revive first-classly BGB, like change or reduction, again after this according to § 459. The guarantee claims of the buyer cannot be transferred to third parties without our consent. The legal prescriptions apply to consumer contracts according to § 474 BGB pp.

■ 7. Product liability

We are liable for faults at our delivering objects to the buyer opposite exclusively according to number 6 of these general delivery, sale and terms of payment.

■ 8. Place of performance and place of jurisdiction

Place of performance for deliveries and payments is Stockelsdorf. Place of jurisdiction for all disputes from this contract is Lübeck if this one persons-circle heard or place of jurisdiction has no general in the inland buyers described para. 1 BGB to this in § 310.

■ 9. Side regulations

In the case of the ineffectiveness of single regulations of these general delivery, sale and terms of payment the validity of the other regulations shall not be touched of this. Shall be for instead of the invalid regulations, what comes the contract purpose wanted recognisably into close to the permissible legally meaning at.

Rade Beschichtungstechnik GmbH

Albert-Einstein-Straße 15
D-23617 Stockelsdorf
Tel. +49 451 2962100 Fax: +49 451 29621010
UST-Id-Nr. DE 135125603

· Geschäftsführer:
· Michael Dücker, Johannes Dücker
· Amtsgericht Lübeck
· HRB 782 BS
· Steuer-Nr. 22 296 108 64

· Bankverbindung:
· Institut: Sparkasse Holstein
· Konto-Nr: 5 049 911 (BLZ 213 522 40)
· SWIFT /BIC: NOLADE21HOL
· IBAN: DE 52 2135 2240 0005 0499 11