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Terms and Conditions of delivery and payment at INperfektion GmbH, Wegberg

## A. Validity / Tenders / contract terms

1. These general terms and conditions of sale apply to all contracts and other services offered by INperfektion GmbH
2. The buyer's general terms and conditions do not apply to the contractual relationship. They do not oblige us, even if we do not expressly object to them after receipt.
3. The offers are non-binding and subject to change. An intermediate sale is also reserved.
4. The contract becomes valid by placing an order and our order confirmation, exclusively on the terms and conditions confirmed by us in writing.
5. The documents belonging to the order confirmation, such as drawings, illustrations, technical data, references to standards provided the specifications in advertising materials are not specifications of quality, assurances of property or guarantees, unless they are expressly designated as such, in writing.
6. Deviations of the delivery item from order confirmations, offers, samples, brochures, data sheets, trial and advance deliveries are permitted in accordance with the applicable DIN / EN standards or other relevant technical standards and within the scope of commercial tolerances.

**B. Prices**

1. Unless otherwise agreed, the prices will be comprised of ex works, excluding packaging, all including VAT.
2. If the goods are delivered in a package, we will charge the packaging separately.
3. Within the scope of the statutory regulations, we will take back the packaging delivered by us, if such packing is returned within a reasonable time without shipping costs by the buyer
4. The prices listed in our offers and price lists are based on a minimum order value of € 50. For order values lower than this, we will be entitled to charge a minimum purchase surcharge.
5. The amounts for the packaging, repairs, molds and shares in tool costs shall be due and payable without delay.

**C. Payment**

1. Our invoices are due within 30 working days from the date of the invoice. Payment must be made within this period in such a way that the amount required for the settlement of the invoice is credited to us by the due date at the latest.
2. The buyer shall be in default 30 days after maturity of our claim at the latest, without the need for a reminder.
3. In the event of default, we are entitled to charge interest in the amount of the respective bank rates for overdrafts, but at least interest in the amount of eight percentage points above the respective base lending rate. We reserve the right to claim further damage.

**Offsetting / right of retention / outstanding debt positions**

1. Counterclaims that are disputed by us or that have not been legally confirmed shall not entitle the buyer to withhold or offset payments
4. If it becomes apparent after the conclusion of the contract that our claim for payment is jeopardized due to the buyer's inability to execute it, we are entitled, in addition to our rights under §321 of the German Civil Code (BGB), to make all statute-barred claims arising from the current business relationship with the buyer due and, in case of default in payment, to demand the return of the goods after a reasonable period of delay.
5. In the case where the buyer has difficulty in making the payment, then according to para. D. 2, we reserve the right to prohibit the resale / processing of the delivered goods.
6. The return is not a withdrawal from the contract. The buyer can avert all these legal consequences by making payment / guarantee in the amount of our endangered payment claim.

## D. Delivery periods

1. Delivery periods and deadlines are adhered to if, at their expiry, the delivery item has left our company or, if the customer has been notified of the delivery item being ready for collection and/or dispatch.
2. Delivery periods shall be extended to a reasonable extent in the context of industrial disputes, insofar as unforeseeable obstacles arise beyond our control, insofar as such obstacles are demonstrably of considerable influence on the production or delivery of the delivery item
3. This also applies if circumstances occur with upstream suppliers. We will immediately inform the buyer of such circumstances.
4. These regulations apply accordingly to delivery dates. If the execution of the contract becomes unacceptable for one party, that party may withdraw from the contract in this respect.

## E. Reservation of ownership

1. All delivered goods remain our property until all claims from the business relationship have been fulfilled, regardless of the legal basis, included.
2. Machining and processing of the goods delivered by us shall always be performed on our behalf as a manufacturer, within the scope of §950 of the German Civil Code (BGB), without us incurring any obligations on us.
3. In the case of processing, combination and mixing of the goods delivered by us with other goods by the buyer, we are entitled to co-ownership of the new item in relation of the invoice value of these goods delivered by us to the invoice value of the other goods used.
4. If our ownership expires as a result of combining or mixing, the buyer shall transfer to us the ownership rights to which they are entitled for the new item or product to the extent of the invoice value of the goods delivered by us, and shall hold them in custody on our behalf free of charge.
5. The buyer may only sell the goods supplied by us as part of their ordinary course of business at its normal terms and conditions and as long as he is not in default, provided that the receivables from the resale are transferred to us in accordance with these terms and conditions.
6. The claims of the buyer from the sale of the goods delivered by us are already assigned to us now, and we hereby accept this assignment.
7. The claims shall serve as guarantee/collateral in the same extent as the goods delivered by us.
8. If the goods supplied by us are sold by the buyer together with other goods not sold by us, then the assignment of the claim from the resale shall only apply to the resale value of the goods sold, which has been delivered by us.
9. In the case of the sale of goods in which we have co-ownership shares in accordance with these terms and conditions, the assignment of the claim in the amount of these co-ownership shares shall apply.
10. The buyer is entitled to collect claims from the re-sale until admissible revocation from our part.
11. At our request, the buyer is obliged to immediately inform his buyers / customers of the assignment to us, and to provide us with the necessary information and documents for collection. The right to notify the assignment is also ours.
12. The buyer must notify us immediately of a seizure or other interference by third parties.
13. If the value of the existing security exceeds the value of the secured claim by more than 50%, we are obliged, at the buyer's request, to release certain security at our discretion.

## Execution of deliveries

1. The risk shall be passed onto the buyer, as soon as the product have been handed over to a forwarding agent or freight carrier and, at the latest, once the product leaves our warehouse or supplier, and in the event that the goods are confiscated, in all transactions and in cases of freight prepaid and free delivery.
2. Obligations and costs of unloading are to be borne by the buyer.
3. We only provide insurances, at the request and expense of the buyer.
4. We are entitled to make partial deliveries to a reasonable extent. In the case of manufactured goods, over- and short deliveries of up to 10% of the completed quantity are permissible.
5. In the case of orders on non-stock items, we are entitled to produce the entire order quantity or produced them to a near complete quantity. Any requests for changes can no longer be considered after the order has been placed, unless this has been expressly agreed. Call dates and quantities may only be adhered to within the scope of our delivery or production possibilities, provided that no fixed agreements have been made.
6. If we have not obtained the goods in accordance with the contract, we are entitled to charge them upon delivery, after a grace period of 10 working days.

## F. Defects

1. In the event of a legitimate and immediate defect notification, we can, at our discretion, repair the defect or redeliver a defect-free item (subsequent performance).
2. Should the subsequent performance fail or be denied, the buyer may reduce the purchase price or, if after having set an appropriate deadline which turned out to be unsuccessful, withdraw from the contract
3. If the defect is not too significant, the buyer will only be entitled to a reduction.
4. We only pay for expenses in connection with subsequent performance insofar as they are appropriate in individual cases, especially in relation to the purchase price of the goods or services. Expenses arising from the fact that the goods sold have been moved to a location other than the buyer's registered office or establishment shall not be borne by us, unless this corresponds to their contractual use.
5. Insofar as the buyer does not give us the opportunity to check the alleged defect, and if he does not provide the rejected goods or samples, especially on request, he cannot invoke defects of the goods or services.
6. Further claims are excluded in accordance with the regulation. This particularly applies to claims for compensation for damages that did not occur on the goods themselves (consequential damages).

## G. General limitation of liability and statute of limitations

1. We shall only be liable due to the breach of contractual and non-contractual obligations, in particular owing to impossibility, delay, fault in the initiation of contracts and tortious act, as well as for our management personnel and other vicarious agents - in cases of willful intent and gross negligence, limited to the typical contractual damages which are foreseeable at the time of conclusion of the contract.
2. These restrictions shall not apply where there has been a breach of a fundamental contractual obligation for which we are responsible, insofar as this jeopardizes the achievement of the purpose of the contract, in cases of statutory liability pursuant to the German Product Liability Act, where there is damage to life, to the body or to health and to the extent where we fraudulently conceal the defects in the goods or guaranteed their absence.
3. This shall not have any effect on the rules governing the onus of proof.
4. Unless otherwise agreed, contractual claims that the buyer raise against us due to or in connection with the delivery of the goods or services become statute-barred one year after delivery of the goods. This deadline also applies for such goods which have been delivered and deployed as per their normal method of use within a building and which have caused defects to the latter, unless this method of use had been agreed on in writing. This shall not affect our liability from willful and grossly negligent breaches of duties and the statute-of-limitations of statutory claims for recourse. In cases of subsequent performance, the statute of limitation begins to run again.

## H. Copyright

1. We reserve the right of ownership and copyright in and to cost estimates, drafts, drawings and other documents; it is only upon our agreement and consent that they may be made available to third parties.
2. Drawings and other documents pertaining to the offer must be returned, upon request.
3. If we have delivered items according to drawings, models, samples or other documents handed over by the buyer, the latter shall assume the warranty that third-party property rights are not violated.
4. If a third part prohibit us, especially based on their intellectual property rights, the buyer also undertakes to release us from all related third parties' claims without delay.

## I. Obligations to cooperate

1. If the Buyer is required to provide parts for the completion of the order, they must be provided and delivered free of charge to the production site, in the required quantity, or with an additional quantity to cover any scrap, on time, without costs and free of any defects. If this does not happen, the costs and other consequences incurred thereby are at the expense of the latter.
2. The production of test parts, including the costs for molds and tools shall be borne by the buyer.
3. We reserve the property rights to molds, tools and other equipment required for the manufacture, unless otherwise agreed. If such devices become unusable before the agreed output quantity has been met, the costs required for the replacement shall be borne by us. We undertake to keep such devices at least 1 year after their last use.
4. Our liability for tools, molds and other equipment provided by Buyer shall be limited to the diligence we usually employ to our own affairs. Costs for maintenance and care are borne by the buyer. Our retention obligation expires - irrespective of the ownership rights of the Buyer - at the latest 1 year after the last production from the mold or the tool.

## J. Place of fulfilment, jurisdiction

1. Place of fulfillment for our delivery is our company.
2. Jurisdiction for merchants is the location of our head office

## I. Application of German law

- II. All legal relationships between us and the Buyer shall be governed by German law, in addition to these terms and conditions and to the extent permitted by law, excluding the April 11, 1980, regulations of the United Nations Convention on the international Sales of goods, CISG.
- III. In case of doubt, the German version of these General Conditions of Sale shall prevail.