

1. General

- (1) Only the Seller's delivery and payment terms will apply, also with respect to contracts concluded in the future.
- (2) The Seller expressly rejects the application of any other standard terms and conditions. This applies particularly to protective clauses preventing an agreed reservation of title.

2. Conclusion of a contract

- (1) Contracts must be concluded in writing.
- (2) Should the Purchaser's declaration of acceptance differ from the Seller's quotation or contain side-agreements or additions, the contract will not come into force until confirmed by the Seller in writing. This applies to all side-agreements, amendments or additions to the contract.

3. Delivery

- (1) The place of fulfilment for both parties' services under the contract is the Seller's place of business.
- (2) The Purchaser is required to pick up the goods from the agreed place of fulfilment at his own expense. The Purchaser is required to pay the transport costs incurred and bear the risk of transportation should delivery to a different location have been agreed at the Purchaser's request. Unless the Purchaser gives express instructions, the Seller reserves the right to determine the delivery route and the method of delivery. At the Purchaser's request, deliveries will be insured in the Purchaser's name and at his expense.
- (3) Unless anything to the contrary has been expressly agreed in writing, delivery dates and deadlines quoted by the Seller are non-binding. The Seller is entitled to make part-deliveries. The Seller is required in this case to pay for part-deliveries should it be possible to make commercial use of the goods delivered.
- (4) Delivery delays due to force majeure, strikes, breakdowns in operations, raw material shortages, government intervention and other events that make it considerably more difficult for the Seller to carry out the delivery and for which he is not responsible entitle the Seller to annul the contract or, at his option, also to extend the delivery date by the duration of the impediment plus a reasonable start-up time. In the event of longer interruptions to deliveries, the Seller will notify the Purchaser of the beginning and the end of the delay as soon as these dates are known. The Purchaser is entitled to cancel the part of the contract not yet fulfilled without the right to compensation should the impediment to deliveries last longer than two weeks, provided he has first granted a reasonable grace period.
- (5) The Seller is entitled to cancel the contract to the exclusion of any rights to compensation should he have concluded a parallel covering transaction with his supplier and should this supplier fail to meet his obligations without any responsibility on the part of the Seller and provided that the Seller has taken all reasonable efforts to procure the raw materials required in order to fulfil the contract.
- (6) The Purchaser is entitled to cancel the contract, having first granted a reasonable grace period of at least two weeks, should the Seller be responsible for a delivery delay. Any claims to compensation on the part of the Purchaser are subject to the limitations on liability referred to in section 8.

4. Payment

- (1) The Purchaser is required to pay the prices agreed at the time the contract was concluded. In the absence of any agreement to the contrary, the prices are to be understood as net Euro prices from the Seller's place of business.
- (2) Value added tax at the rate applicable on the day of the delivery must be added to the agreed net prices.
- (3) Invoices are payable:
 - a) within 10 days of invoicing and the delivery of the goods, subject to 4 % quick payment discount;
 - b) from 11 to 30 days after the invoice and delivery of the goods, subject to 2.25% cash discount;
 - c) from 31 to 60 days after the invoice and delivery of the goods without any deductions.Invoices will be in arrears if still unpaid after 61 days.
- (4) The Seller is entitled to declare all claims for previous deliveries and services as due for payment, in spite of contrary individual agreements on due dates, should the Purchaser be in arrears with payments or cease payment, or should the Seller become aware of circumstances casting doubt on the Purchaser's creditworthiness. The Seller is also entitled to demand prepayment or the provision of security. The Seller is entitled to annul the contract should the Purchaser fail to comply with this request.

5. Warranty

- (1) Warranty claims on account of obvious defects will be forfeited should the Purchaser fail to report them immediately. The provisions of § 377 of the German Commercial Code will apply in such cases; defects must be reported in writing.
- (2) The Seller is entitled to provide subsequent fulfilment should the service he provides be deficient. Subsequent fulfilment is permitted on more than one occasion.
Should subsequent fulfilment not succeed after a reasonable period of time and provided that the preconditions foreseen in law are fulfilled, the Purchaser may annul the contract or reduce the agreed price or, in the event of a defect due to culpable negligence, claim compensation subject to the restrictions on liability in section 8.
- (3) The Purchaser's rights to warranty will expire within a year of the transfer of risk. This does not apply to claims for compensation by the Purchaser on account of a defect for which the Seller is responsible that are based on compensation for physical damage or damage to health, or based on gross negligence on the part of the Seller or one of his vicarious agents. The warranty period

provided for in law will apply in these cases, whereby the scope of the Seller's liability will be governed by section 8 of these delivery and payment terms.

- (4) Minor technical and unavoidable deviations in quality, colour, width, weight, fittings or design are permitted and do not constitute a defect in the goods purchased. This also applies to deviations that are customary in the trade, unless the Seller has undertaken in writing to deliver according to a prototype.

6. Reservation of title

- (1) The Seller reserves title to the goods delivered until they are completely paid for.
- (2) Moreover, the Seller reserves title to all goods he has delivered until all claims - including those arising in the future or conditional claims – arising from the business relationship with the Purchaser have been paid. Since the reservation of title serves as a security for the balance on the Seller's account with the Purchaser, this also applies should the price of certain goods determined by the Purchaser have been paid.
- (3) Reserved goods may be disposed of in the normal course of business. With immediate effect, the Purchaser assigns to the Seller receivables resulting from the re-sale of reserved goods as security.
Should the Purchaser sell reserved goods together with other goods not supplied by the Seller, the receivable arising from the resale will be assigned to the seller in proportion to the invoice value of the Seller's goods.
The Purchaser may collect assigned receivables for his own account and in his own name. The Seller is entitled to forbid the Purchaser the re-sale of the reserved goods as well as the right to collect assigned receivables should the Purchaser be in arrears with his payments. The Purchaser is then required to notify his customers of the assignment of receivables immediately and to provide the Seller with all the information required in order to collect the receivable.
Should the Seller invoke his rights ensuing from reservation of title, the Purchaser is required to prepare an exact list of the reserved goods, to separate these goods and to return them to the Seller and to allow the Seller access to the warehouse where the reserved goods are stored for this purpose.
- (4) At the Purchaser's request, the Seller is required to release securities of his choice should the value of the security on the total value of the Seller's receivables exceed the value of receivables that are due for payment by more than 20%.
- (5) The Seller must be notified immediately of a seizure of reserved goods by third parties. The Purchaser is required to bear any costs incurred in securing the Seller's rights.

7. Netting of claims

- (1) The Purchaser may not offset his claims against the Seller's claims unless the counter-claim has been established in law or is not disputed by the Seller.
- (2) Moreover, the Purchaser may only assert a right to withhold payment provided that the counter-claim on which the assertion of a right to withhold payment is based is undisputed or has been established in law.

8. Liability

- (1) The Seller is
 - not liable for damage that is untypical for the particular type of contract in cases where such damage is due to gross negligence on the part of the Seller or his senior employees;
 - only liable up to the agreed price of the service he provides in the event of gross negligence on the part of minor vicarious agents;
 - not liable for his own breaches of obligations or those of his senior employees or vicarious agents in the event of minor negligence.
- (2) The limitations on liability in paragraph 1 will not apply should a cardinal obligation have been infringed or in the event of injury to life, limb and health. Cardinal obligations relate to obligations of whose the fulfilment of which makes the proper implementation of the contract possible at all and on whose observation the contractual party may rely at all times.

9. Dispute resolution.

The seller will not participate in a dispute resolution procedure brought before a consumer arbitration board in the sense of VSBG, and is also not obligated to do so.

10. data protection

The privacy policy can be found on the Internet at <https://bademoden.info/dsgvo/Datenschutzhinweise.pdf>

11. Other

- (1) The place of jurisdiction for both parties in the event of any disputes resulting from the contract and legal relationships associated with the contract is Bayreuth or, at the Seller's option, the Purchaser's registered office. Bayreuth will remain the place of jurisdiction should the Purchaser have relocated his domicile or customary place of residence outside the legal jurisdiction of the Federal Republic of Germany at the time a writ is lodged or should his domicile or customary place of residence be unknown.
- (2) German law will apply to the exclusion of UN purchasing law.