

General terms and conditions of sale

1. Scope of application

All the deliveries and related services are made exclusively since these conditions of sale. References of the Buyer to his business conditions is hereby objected. These conditions of sale also apply to all future transactions. Deviations from these conditions of sale require our express written approval. The unconditional delivery of goods, provision of services or receipt of payments does not constitute acceptance on our part of deviating conditions.

2. Offer and acceptance

Our offers are non-binding but shall be understood as invitation to the Buyer to make a purchase offer. The contract shall come into existence through the order of the Buyer (offer) and our acceptance. If this deviates from the order, this is considered our new non-binding offer.

3. Product details

3.1 Samples or specimens are only non-binding templates. Certain attributes are thus not guaranteed.

3.2 Deviations from product details are permissible insofar as they are insignificant or unavoidable despite all due care.

4. Consultation

We advise to the best of our knowledge based on our research and experience. All specifications and information concerning suitability and application of the goods are non-binding and do not exempt the Buyer from his own examinations and tests.

5. Prices

If we generally change our prices for the product to be delivered or the terms of payment in the period between contract closing and delivery, we are entitled to apply the prices or terms of payment valid on the day of delivery. In the case of a price increase, the Buyer is entitled to withdraw from the contract within 14 days after notification of such price increase.

6. Delivery conditions

The delivery shall be made in accordance with the commercial terms stipulated in the individual contract, for the interpretation of which the INCOTERMS shall apply in the version valid at the time of conclusion of the contract. We reserve the right to choose the shipping route and the shipping method. Extra costs caused by special shipping requests of the Buyer shall be at the expense of the Buyer. The same applies to increases in freight rates occurring after the conclusion of the contract, any additional costs for diversion, storage costs, etc., unless freight-free delivery has been agreed.

7. Transport damage

Complaints regarding transport damage must be reported by the Buyer directly to the transport company with a copy to inform us within the specified time limits.

8. Laws of the country of importation

The Buyer is responsible for observing the legal and official regulations for the import, delivery, storage and use of the goods delivered by us in the country destined for the delivery.

9. Default

9.1 The non-payment of the purchase price when due is a fundamental breach of contract. The Buyer is in default if he does not pay after the due date of the purchase price after receiving a reminder, but no later than 30 days after receipt of an invoice and due date of the purchase price, even if we have not sent a reminder. If a time according to the calendar is determined for the payment, the Buyer comes in default without reminder, if he does not pay in due time.

9.2 In the aforementioned cases, we are entitled to demand default interest, in the case of invoicing in Euro in the amount of 5%-points above the one-month base interest rate applicable at the time of default and in case of invoicing in another currency in the amount of 5%- points above the discount rate of the country's highest bank applicable at the time in the currency of which it was invoiced, but not less than six per cent of the amount due.

10. Warranty

10.1 The Buyer must notify us in writing of the lack of conformity of the goods (such as material defects, wrong delivery or deviations in quantity) within 2 weeks after receipt of the goods and specify the exact nature and extent of the lack of conformity. Insofar as the lack of conformity cannot be established without reasonable investigations, the complaint period shall be six months (insofar as the Buyer does not have his branch office in Germany: one year) from receipt of the goods.

10.2 The Buyer can only demand the annulment of the contract or a reduction of the purchase price if the replacement delivery or rectification offered by us has not taken place within a reasonable period of time.

11. Liability

11.1 Insofar as we are not responsible for the lack of conformity, the damage claims of the Buyer are excluded.

11.2 In cases of simple negligence, our liability is limited to cases of breach of important contractual obligations.

11.3 Our liability in any case is limited to the replacement of foreseeable damages.

12. Compensation, right to withhold performance

Compensation or exercising a right to withhold performance is only permissible in the case of uncontested or legally established counterclaims.

13. Collateral

In case of reasonable doubts as to the Buyer's solvency, particularly in the case of arrears, we may, subject to further claims, revoke the payment terms granted and demand advance payments or collaterals for further deliveries.

14. Reservation of ownership

The goods remain our property until full payment of the purchase price.

15. Force majeure, contractual obstacles

All events and circumstances whose occurrence is beyond our control, such as natural events, war, industrial conflicts, unpredictable shortage of manpower, energy, raw materials or supplies, traffic and operational disruptions, fire and explosion damage, orders from higher authorities release us from our contractual obligations for the duration of the disruption and to the extent of its effects. This also applies insofar as the events and circumstances make the execution of the affected business sustainably unprofitable for the seller or are available from our suppliers. If these events last longer than eight weeks, both parties are entitled to withdraw from the contract. In the case of partial or complete omission of our sources of supply, we are not obliged to stock up on third party suppliers. In this case, we are entitled to distribute the available quantities of goods taking into account our own needs.

16. Place of payment

Regardless of the place of delivery of the goods or documents, the registered office of our company is the place of fulfilment for the Buyer's obligation to pay.

17. Receipt of declarations

Notifications and other declarations to be made to a party become effective when they are received by that party. If a deadline is met, the declaration must be received by the agreed deadline.

18. Place of jurisdiction

Place of jurisdiction is the registered office of our company or – at our discretion – the general place of jurisdiction of the Buyer.

19. Applicable law

The law applicable to the registered office of our company applies to the contractual relationship. If the Buyer does not have his branch office in Germany, the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980 (CISG) shall apply to the contractual relationship.

20. Contractual language

If the Buyer is notified of these general terms and conditions of sale other than in the language in which the contract is concluded ("contractual language"), also in another language, this shall only be done to facilitate understanding. In case of discrepancies in interpretation, the text written

Keller & Bohacek GmbH & Co. KG – Registered office of the company: D-40472 Düsseldorf, Commercial register Düsseldorf HRA-No. 2646
Edition: August 2018