

# **General Terms and Conditions**

## **I. General information**

1. The following General Terms and Conditions apply to our orders, ordered work and other legal actions within the framework of the business. Agreements different from these Terms and Conditions, from the concluded contract, and any supplemental agreements require the written form (including e-mail).
2. The client's General Terms and Conditions are not content of the contract . Their validity is herewith rejected. They shall not apply, even if the order is carried out or payments are accepted without a further explicit rejection of the customer's Terms and Conditions.
3. These General Terms and Conditions shall also apply to future orders from the client to us if our General Terms and Conditions do not become a component of the order within the framework of the future order being placed.

## **II. Concluding the contract, cancellation**

1. We shall be bound by our offers for four weeks. 2. Insofar as we are aware of circumstances which bring into question the client's creditworthiness (e.g. non-redemption of a cheque by the bank, suspension of payments, etc.), we reserve the right to terminate the contract with immediate effect and to demand the remuneration incurred to this time. Instead of termination, we also reserve the right to demand prepayment or payment of a security deposit . These rights shall also apply if we have previous deferred payment of an invoice for the client or have granted an extended payment period.

## **III. Schedules, place of performance, transport**

1. Schedules stated by us are deemed to have been met if the client's goods have loaded from our stores or provided for examination by a third party, or could not be loaded on time or provided for examination due to a lack of transport from the client (delay of acceptance).
2. Unless agreed otherwise, the order shall be carried out at our company's location or in one of our stores. We do not owe the transport to or from the place of processing or dispatch of the goods, unless expressly agreed otherwise in writing or by e-mail.  
  
3. If we are tasked with transporting or shipping the goods, we reserve the right to hire subcontractors in the name of and on account of the client to carry out these services. The shipping method and mode of transport shall be selected according reasonable consideration without guaranteeing the cheapest shipping, unless the client has stated express preferences regarding shipping in writing. At the client's request, transport insurance can be purchased at its own cost for the delivery.
4. The risk of destruction or accidental deterioration of the goods shall transfer upon transfer for transport or, if the client is late in accepting the goods for transfer , from provision of the goods to the client. This shall also apply if the transport costs are included in the agreed remuneration.

## **IV. Collection, storage and pallet costs**

1. The goods provided to us must be collected by the client within 14 days, calculated from receipt of our notification regarding the completion of our order, unless we are liable for returning the goods. If we are liable for returning the goods, the client must advise us of the name and complete address of the recipient of the goods within 10 days of our notification regarding the completion, insofar as we have not already been advised of the name and address of the recipient of the goods.
2. If the goods are not collected by the client within the period stated in No. 1 above, or if we are not advised of the recipient of the goods, we reserve the right to charge storage of 8.5 cents per day and pallet, starting on the day after expiration of the above period, and to charge an additional 2.75 cents per day and pallet if the pallets have been provided by us.
3. In the event of goods held by us, which have not been collected on time as defined in No. 1, or for which we have not been advised of the recipient on time, we shall only release these upon payment of the remuneration accrued according to No. 2 above. Until full payment of the remuneration, we can refuse to release the goods; in this case the remuneration shall continue to accrue until full settlement.

## **V. Price, incidental costs**

1. Unless expressly agreed otherwise, the agreed remuneration does not include the costs incurred for transport, packaging, dispatch, etc. Required packaging materials are billed at cost price. Packaging is not collected.
2. Prices stated by us per sales unit (SU) always refer to the total quantity provided, not to the sales units found to be good or processed as a result of the order.
3. VAT is not included in our prices. It is stated separately at the statutory amount on the day the invoice is issued and must also be paid by the client.

## **VI. Payment terms**

1. Payments on our invoices must be made without deductions into the bank account stated. Unless stated otherwise in the order confirmation, the invoice amount is payable within 14 days of receipt of the invoice. Irrespective of this, we always reserve the right to make the release of goods transferred to us for processes, which are subject to our lien according to Section VII. No. 1, dependent on the settlement of the remuneration payable to us for this.
2. After expiration of the payment period, the client shall be in default. During default, it shall pay default interest of 8 percentage points above the base rate of the European Central Bank (ECB). We reserve the right to demonstrate higher default losses in individual cases and to claim these.
3. We are not required to accept cheques instead of transfer. If a cheque is accepted, payment is deemed only to have been made when the cheque has cleared.
4. The client only reserves the right to offset, retain or reduce our payment demands if the counterclaims have been legally upheld or are uncontested.

5. Even in the case of contradictory payment conditions from the client, we reserve the right to assign payments to older debts first. In interest or costs are incurred as a result of default or breaches of other obligations by the client, we reserve the right to assign payments to costs, then interest and lastly to the main debt.

## **VII. Lien, assignment**

1. A lien in our favour is agreed on the goods provided to us by the client to cover all our claims against the client from this order.
2. The client reserves the right to sell, resell, process or mix the goods as part of its ordinary business. Our lien shall end upon release of the goods to the client . However, the client shall herewith assign all claims, to which it is entitled from the sale, resale, processing and mixing, or on other legal grounds connected with the released goods (in particular from insurance contracts or illegal actions) against its third party debtors, to us at the invoice amount attributable to these goods for processing (and storage, if applicable) (including VAT). The assignment shall secure our entitlement to remuneration from the client and shall end as soon as the invoice amount payable to us (including VAT) has been settled.
3. In the case of conduct in breach of the contract by the client, in particular default, we also reserve the right either to recycle the goods and/or to demand payment from a third party debtor . The goods shall only be recycled after we have informed the client of this in writing or by e-mail with at least 14 days' notice.

## **VIII. Warranty, defect tolerance, expiration of claims**

1. After receiving notification of completion of our order, the client shall immediately inspect and examine the goods on site and shall inform us of defects to the order fulfilment, incorrect quantities, etc. Concealed defects must be reported to us in writing or by e-mail immediately upon discovery. If the client does not or does not properly the goods or does not inform of discovered defects immediately, or not in writing / by e-mail, our work is deemed to have been approved and all rights from defective order execution are excluded for the client (e.g. warranty, correction or claims for compensation, withdrawal, etc.).
2. In the event of delivery by haulage vehicles, apparent damage incurred during transport must be recorded on the delivery note and waybill and confirmed by signature from the driver. The client must give us the opportunity ourselves to determine the existence of the defect .
3. If the content of our order is the sorting of goods, a limit in our favour of the goods incorrectly sorted as good or bad of up to 3% of the total goods to be sorted shall be considered as an insignificant defect. If, within the framework of the sorting, we are to correct defects to the goods, a limit in our favour of up to 3% too few or too many corrected goods of the total goods to be sorted shall be considered as an insignificant defect. Claims by the client shall be limited in these cases to correction. If correction is connected with costs which are unreasonable for us, correction cannot be demanded. Additional claims by the client, in particular warranty due to defects or claims for compensation, are excluded, even in the case of correction being disproportionate, unless we are liable for culpable or gross negligence during the sorting or correction.

4. The provisions of No. 3 notwithstanding, in the case of defects we must be given the opportunity to carry out corrections, unless correction is not longer possible in time or technically, or is not longer reasonable for the client, taking into account the justified interests of the client . If correction is no longer possible, reasonable, fails or is rejected by us, the client can choose to reduce the payment or demand compensation. The right of withdrawal is excluded.

5. Claims for compensation by the client in the case of defective order fulfilment are limited to the difference between the value of the defective goods and the value of the goods in the case of correct order fulfilment. Further claims for compensation due to defective order fulfilment are excluded. The limit on the level of compensation shall not apply insofar as we are liable for culpable or gross negligence . In the case of damage in conjunction with injury to limb, life or health, we are also liable for slight negligence and to the amount of the compensation without restriction.

6. Claims by the client from defective order fulfilment shall expire 1 year after receipt of our notification regarding the completion of our work - except in the case of culpable or gross negligence - but not later than 1 year from transfer of the goods to the client or hired haulage company. In the case of goods sorting, the expiration period shall start upon transfer of the good wares with effect for all goods. A longer period of retention for bad goods shall affect the start of the expiration period.

## **IX. Place of jurisdiction, applicable law**

1. Place of performance and exclusive place of jurisdiction is Verden.
2. The law of the Federal Republic of Germany shall apply. The UN Convention On Contracts For The International Sale of Goods is excluded. X. Miscellaneous
  1. Addenda or amendments to an order require the written form in order to be legally valid.
  2. These General Terms and Conditions shall also remain in force if individual clauses are found to be legally invalid.