

GENERAL TERMS AND CONDITIONS

Jürgens Produktions- und Handels-GmbH & Co. KG

1. Applicability of the Terms and Conditions

- 1.1. The Seller's deliveries, services and offers are provided exclusively on the basis of these Terms and Conditions. These therefore also apply to all future business relationships, even if they are not expressly agreed upon again. These Terms and Conditions shall be deemed accepted at the latest upon receipt of the order confirmation. Any counter-confirmations by the buyer referring to their own terms and conditions of business or purchase are hereby rejected.
- 1.2. Deviations from these terms and conditions are only valid if the seller confirms them in writing.

2. Offer and conclusion of contract

- 2.1. The seller's offers are subject to change and non-binding.
- 2.2. The seller's employees are not authorized to enter into verbal side agreements or to make verbal commitments that go beyond the content of a written contract.

3. Prices

- 3.1. The prices generally set at the seller's premises on the day of delivery, plus the applicable statutory value added tax, shall apply.
- 3.2. Unless otherwise agreed, orders are based on the current price list and include packaging. The seller reserves the right to charge for any additional costs arising from compliance with the buyer's specific packaging and shipping requirements.
- 3.3. Orders for delivery abroad are only accepted against payment in advance. Freight costs, bank charges, currency exchange fees and other such costs shall be borne by the buyer.

4. Deliveries and Services

- 4.1. Delays in delivery and performance due to force majeure and events that make delivery significantly more difficult or impossible for the Seller – including, in particular, strikes, lockouts, official orders, etc., even if they occur at the seller's supplier or their subcontractors – shall not be attributable to the seller, even in the case of bindingly agreed deadlines and dates. They entitle the Seller to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up period, or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled.
- 4.2. If the hindrance lasts for more than 3 months, the buyer shall be entitled, after setting a reasonable grace period, to withdraw from the contract in respect of the part not yet fulfilled. If the delivery time is extended or if the seller is released from his obligation, the buyer may not derive any claims for damages therefrom.
- 4.3. In the case of purchases based on a type sample, the characteristics of the sample shall not be deemed a warranty unless expressly agreed otherwise.
- 4.4. The seller reserves the right to make changes and/or improvements to the product, packaging and presentation.
- 4.5. The seller is entitled to make partial deliveries and provide partial services at any time. In such cases, the respective partial delivery shall be deemed a separate transaction.
- 4.6. In the case of delivery on call, calls for delivery must be made within 3 months of the conclusion of the contract, unless expressly agreed otherwise.

5. Shipping, transfer of risk and insurance

- 5.1. The seller shall choose the route and method of shipment at its discretion.
- 5.2. Risk shall pass to the buyer as soon as the consignment has been handed over to the carrier or has left the seller's warehouse for the purpose of dispatch. If dispatch is delayed at the buyer's request, risk shall pass to the buyer upon notification that the goods are ready for dispatch.
- 5.3. The buyer shall be responsible for insuring the goods for dispatch.

6. Warranty and Liability

- 6.1. Warranty claims against the Seller may only be made by the original purchaser and are not transferable.
- 6.2. The warranty period is determined in accordance with statutory provisions.
- 6.3. If the goods are defective or lack warranted characteristics, the Seller shall, at its discretion, provide a replacement, to the exclusion of any other warranty claims by the Buyer.
- 6.4. The Buyer must notify the Seller in writing of any defects immediately, but at the latest within one week of receipt of the goods and before further processing. Otherwise, any warranty claims against the Seller are excluded.
- 6.5. If the replacement delivery fails after a reasonable period, the Buyer may, at their discretion, demand a reduction in the purchase price or rescission of the contract. The Seller's liability is limited in amount to the value of the purchase price.
- 6.6. The above provisions exhaustively set out the warranty for products and exclude any other warranty claims of any kind.

7. Retention of title

- 7.1. Until all claims (including all balance claims arising from current accounts) to which the seller is entitled against the buyer now or in the future for any legal reason have been settled, the following securities shall be granted to the seller, which the seller shall release at its discretion upon request, insofar as their value exceeds the claims by more than 20% on a sustained basis.

- 7.2. The goods remain the property of the Seller (goods subject to retention of title). The Buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business, provided that he is not in default. Sale is excluded in the event that a prohibition on assignment (§399 BGB) exists in the relationship between the buyer and his customer. Pledging or transfer by way of security is not permitted. The buyer hereby assigns to the seller, by way of security, all claims arising from the resale or any other legal basis (e.g. insurance, tort) in respect of the goods subject to retention of title, including all balance claims from current accounts. The Seller revocable authorization the Buyer to collect the claims assigned to the Seller on the Seller's behalf in the Buyer's own name. This authorization to collect may only be revoked if the Buyer fails to meet its payment obligations properly. The Buyer is obliged, upon request, to provide the Seller with information regarding the claims transferred to it and the respective debtors.

- 7.3. In the event of third parties – in particular bailiffs – seizing the goods subject to retention of title, the buyer must indicate the seller's ownership and notify the seller immediately.
- 7.4. In the event of the buyer's breach of contract – in particular default of payment – the seller is entitled to take back the goods subject to retention of title or, where applicable, to demand assignment of the buyer's claims for surrender against third parties. The taking back or attachment of the goods subject to retention of title by the seller shall not constitute a withdrawal from the contract, unless the Instalment Sales Act applies.

8. Payment

- 8.1. Unless otherwise agreed, the Seller's invoices are payable within 8 days of the invoice date without deduction.
- 8.2. First orders from new customers shall be settled only by cash on delivery or prepayment, at the Seller's discretion. International deliveries shall be settled exclusively by prepayment.
- 8.3. The Seller is entitled, notwithstanding any provisions to the contrary on the part of the Buyer, to apply payments first towards the Buyer's older debts. If costs and interest have already been incurred, the Seller is entitled to apply the payments first towards the costs, then towards the interest and finally towards the principal sum.
- 8.4. A payment shall only be deemed to have been made once the seller has unrestricted access to the amount. In the case of cheques and bills of exchange, payment shall be deemed to have been made once the cheque or bill of exchange has been honoured.
- 8.5. The seller expressly reserves the right to reject cheques or bills of exchange. Acceptance is always on account of performance only. Discount and bill charges shall be borne by the buyer and are due immediately.
- 8.6. If the buyer defaults on payment, the seller is entitled to charge interest from the relevant date at the rate charged by commercial banks for outstanding overdraft facilities, plus statutory VAT. This rate shall be reduced if the buyer can demonstrate that the actual cost is lower.
- 8.7. If the buyer fails to meet their payment obligations, or suspends payments, or if the seller becomes aware of other circumstances that call into question the buyer's creditworthiness, the seller shall be entitled to declare the entire outstanding debt due, even if they have accepted cheques or bills of exchange. In this case, the seller is also entitled to demand advance payments or security.
- 8.8. The buyer is only entitled to set off, withhold payment or claim a reduction, even if complaints regarding defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.

9. Return of Goods

- 9.1. Goods delivered in accordance with the terms of the contract may not be returned or exchanged. In the event of a return, the seller is under no obligation to retain the goods or to refund the purchase price.

10. Limitation of liability

- 10.1. Claims for damages arising from impossibility of performance, breach of contractual obligations, fault at the time of conclusion of the contract and tort are excluded against both the seller and its vicarious agents, unless there is evidence of wilful misconduct or gross negligence.

11. Place of performance and jurisdiction

- 11.1. The place of performance is Mühlen.
- 11.2. In the event of any disputes arising from the contractual relationship, if the buyer is a registered trader, legal action must be brought before the court having jurisdiction over the seller's registered office. The seller is also entitled to bring an action at the buyer's registered office.
- 11.3. German law shall apply exclusively, to the exclusion of the Convention on Contracts for the International Sale of Goods, even if the buyer has its registered office abroad.

12. Miscellaneous

- 12.1. Any transfer of the buyer's rights and obligations under the contract requires the seller's written consent to be valid.
- 12.2. Should any provision be or become invalid, this shall not affect the validity of the remaining provisions.