

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Heinrich König & Co. KG | Status July 2017

I. General, Conflicting Conditions

1. Our General Terms and Conditions shall apply exclusively; we do not recognize conditions of the buyer which contradict or deviate from our terms and conditions, unless we have expressly agreed to its validity in writing.
2. Our General Terms and Conditions of Sale and Delivery apply only to companies within the meaning of § 14 paragraph 1 BGB (German Civil Code).

II. Offers, Acceptance of Orders, Collateral Agreements

1. Our offers are subject to change without notice. We reserve the right to make technical changes as well as changes in the delivery program and in the standard colour range.
2. Your order is to be regarded as an offer in the sense of § 145 BGB. A contract shall not come into effect until we either have confirmed your offer or we have fulfilled your offer by the delivery of the goods.
3. Orders are binding for us only insofar as we confirm them or fulfil them by sending the goods. We can accept your order within a period of three weeks.
4. In the event of unfulfilled, incorrect or untimely delivery to ourselves, we shall be entitled to withdraw from the contract, provided we are not responsible for the non-delivery. In this case we shall inform the buyer immediately and shall reimburse him for any consideration paid.

III. Prices, Payment Conditions

1. The offers in the online shop are addressed at both consumers and entrepreneurs. The prices in the online shop printed in bold are end prices and thus include the statutory value added tax. In addition, for our customers (entrepreneurs) entitled to a tax deduction, net prices are listed beneath this pricing. If an entrepreneur places an order outside of the online shop, the prices specified in our price lists, made available to the entrepreneur, will have priority over the prices in the online shop. For these orders outside of the online-shop, all prices offered are net prices; the statutory value added tax is not included in the purchase price. For orders outside the online shop, the minimum order value is 75.00 Euros. If this value is not achieved we shall reserve the right to charge the difference to this amount as handling charge.
2. The prices quoted are ex works, excluding packaging and, if applicable, legally stipulated dangerous goods packaging or rather required special packaging, for deliveries abroad principally ex works/free carrier plus packaging and, if necessary, compulsory dangerous goods packaging or rather necessary special packaging.
3. Setoff rights can only be granted to the buyer, if his counterclaims have been legally established, are undisputed or recognized by us or ready for a decision in a legal dispute; the buyer is furthermore authorized to exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.

4. Our express service, where each standard article from our price list (with the exception of bulk orders) leaves our premises Monday through Thursday within 24 hours will cost 14.42 EUR extra (order: art.no. 988 888).

IV. Dispatch, Part Deliveries, Excess/Short Deliveries

1. Delivery is made at our discretion uninsured and for account and risk of the customer.
2. We are entitled to fulfil our delivery obligations in part deliveries as far as this is reasonable for the buyer.
3. Delivery is also deemed to be effected if the customer is in default of acceptance.
4. We are entitled to invoice part deliveries insofar as the quantity delivered does not deviate more than 10% of the quantity ordered and the buyer does not have a justified interest in the complete delivery.
5. With custom-made products, we reserve the right to supply excess quantities or a shortage of up to 10% because of production-technical reasons and to charge these quantities accordingly. Excess quantities or shortages are due to technical reasons and do not allow the purchaser to request an additional delivery or to withdraw from the contract.

V. Liability for defects

1. The warranty claims of the customer presume that the customer has duly fulfilled his obligation to examine and notify pursuant Sec. 377 of the HGB (German Commercial Code).
2. In case of a defect, we reserve the right to choose the type of subsequent performance.
3. The buyer shall only be entitled to warranty claims concerning perishable goods when consumed prior to expiry of the specified period of time.
4. The warranty period is one year. The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected. This does not apply for claims to damages based on defects. For these, the following section VI. shall apply.

VI. Liability for damages

1. The seller is only liable for breaches of contractual obligations as well as for tort in case of intent or gross negligence. This does not apply to injury to life, body or health of the buyer, claims for violation of essential contractual obligations, for claims according to the product liability law as well as to compensation for damage caused by delay (§286 BGB). Insofar, we shall be liable for all degrees of fault.
2. The above mentioned liability exclusion shall apply equally to violations of duty caused by our vicarious agents

VII. Reservation of Title

1. The delivered goods remain our property until all obligations of the buyer arising from the business relationship with us have been settled, in particular also any possible account balance of a current invoice. In the event of seizures or other interventions by third parties, the customer is obliged to notify us immediately in

writing, to enable us to assert our rights arising from the reservation of title.

2. In the event of behavior by the buyer contrary to the contract, in particular for default in payment, we are entitled to withdraw from the contract and to take back the purchased item. A right of retention arising from a claim out of another contract than the concluded one cannot be asserted towards this surrender claim.
3. The customer is entitled to resell the goods in the ordinary course of business. He shall, already at this stage, fully assign to us all claims accruing to him from the resale against a third party. We accept the assignment. After assignment, the customer shall be entitled to collect the claim himself. We reserve the right to collect the claim ourselves as soon as the customer is in default of payment. At our request, our customer is obliged to inform his customers of the assignment of claims. In case the securities in accordance with this paragraph exceed the secured claims by more than 10%, the seller will release the securities on the request of the buyer.
4. The reservation of title shall also apply to goods resulting from the processing, mixing or combining of our goods. If the ownership right of third parties remains in existence during the processing, combining or mixing with their goods, we shall acquire co-ownership in such processed goods in proportion to the invoice value. For the item produced through processing, the same applies as for the goods delivered under reservation.

VIII. Application Information, Brochure Contents

1. All indications about suitability, processing and application of our products, technical advice and other indications are made to the best of our knowledge; however, they do not release the buyer from performing his own checks and tests. Consulting and planning services are not subject matter of the contract. Any information thereon shall be approximate, unless this has been expressly stipulated in a contract confirmed by both parties.
2. The copying or duplicating of information or illustrations from our catalogues or our website, in part or in whole, is not permitted, unless expressly permitted in writing by Heinrich König & Co. KG.

IX. Place of Performance, Place of Jurisdiction, Choice of Law

1. Unless otherwise indicated in the order confirmation, the law of the Federal Republic of Germany shall apply excluding the UN Sales Convention.
2. Place of jurisdiction for all disputes arising from the contract shall be the location of our registered office; however, we shall be entitled to sue the buyer at his general place of jurisdiction.