

General Sales Conditions of ALUNOX Schweißtechnik GmbH, 47877 Willich

§ 1 Scope

1. These sales conditions apply solely to business persons, legal entities under public law or special funds under public law in accordance with § 310 Paragraph 1 of the German Civil Code. We only acknowledge conflicting conditions or those differing from our sales conditions on the part of the ordering party if we expressly agree to their validity in writing.
2. These sales conditions also apply to all future business with the ordering party if these are legal transactions of a related nature.

§ 2 Offer and conclusion of contract

If a purchase order is to be considered an offer in accordance with § 145 of the German Civil Code, we can accept this within two weeks.

§ 3 Provided documents, data protection

We reserve ownership rights and copyrights to all documents provided to the ordering party in connection with awarding the order, such as calculations, drawings etc., These documents must not be made available to third parties unless we give the ordering party our express written consent to do so. If we do not accept the ordering party's offer within the period specified in § 2, these documents are to be returned to us without delay.

In connection with the preparation, conclusion, performance and unravelling of a contract based on these general sales conditions, data is collected from the supplier and then saved and processed. This is done within the framework of the statutory provisions. The data sent by the customer by way of the purchase order is only used for making contact within the context of the contract performance and only processed for the purpose for which the data was provided. Payment details are passed onto the appointed bank. At the customer's request, personal data is deleted, corrected or blocked within the framework of the statutory provisions. Information about all the customer's personal details is free of charge. For questions and applications to delete, correct or block personal details as well as about collection, processing and usage, the customer can contact the following address:

ALUNOX Schweißtechnik GmbH, Giesslerallee 37a, 47877 Willich,
Telephone: +49 (0)2154/94530, Email: info@alunox.eu .

§ 4 Prices and payment

1. Unless anything to the contrary is agreed in writing, our prices apply ex works excluding packaging and plus value added tax as applicable. Costs for packaging are invoiced separately.
2. Payments must be made to the notified business account. A deduction for early payment is only permitted if agreed in writing.
3. Unless otherwise agreed, the purchase price is to be paid within 10 days after delivery.

Late payment interest is charged at 9 % above the respective base interest rate p.a. plus a flat rate fee of € 40.00. We reserve the right to enforce higher damages caused by delay.

4. If no fixed price agreement was made, we reserve the right to apply reasonable price changes due to a change of labour, material and distribution costs for deliveries made 3 months or later after conclusion of the contract.

§ 5 Rights of retention

The ordering party is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.

§ 6 Delivery time

1. The start of the delivery time specified by us requires the timely and proper fulfilment of the ordering party's obligations. The right to raise objection to non-fulfilment of the contract is reserved.
2. If the ordering party falls liable to default of acceptance or is guilty of breaching other duties to cooperate, then we are entitled to demand compensation for any losses arising, including any additional expenditure. We reserve the right to make further claims. If the above conditions exist, the risk of any accidental loss or accidental deterioration of the purchase object is passed onto the ordering party at the point in time when the latter enters into default of acceptance or payment.
3. In the event of a delay in delivery not brought about by intent or gross negligence on our part, we shall accept liability for every full week of delay within the scope of a lump-sum compensation for default amounting to 3 % of the delivery value, but of not more than 15 % of the delivery value.
4. Further statutory claims and rights of the ordering party due to a delayed delivery remain unaffected.

§ 7 Transfer of risk on shipment

If the goods are despatched to the ordering party at its request, then the risk of accidental loss or the deterioration of the goods is transferred to the ordering party when shipped to the ordering party, at the latest when the goods leave the factory/warehouse. This applies regardless of whether the goods are despatched from the place of performance or who bears the freight costs.

§ 8 Retention of title

1. We retain the title to the delivered item until all receivables from the delivery contact have been paid in full. This also applies to all future deliveries, even if we have not always expressly referred to this. We are entitled to take the purchased item back if the ordering party acts contrary to the contract.
2. The ordering party is obliged, as long as the title has not yet been transferred to it, to handle the purchased item with care. In particular, it is obliged to adequately insure this for its replacement value against theft, fire and water damage at its own expense (Note: only permitted when selling high quality goods). If maintenance and inspection work have to be carried out, the ordering party must perform this on time at its own expense. As long as the title has not yet been transferred, the ordering party must notify us immediately in writing if the delivered object has been distrained or exposed to any other intervention by third parties. If the third party is not able to reimburse us the costs of a lawsuit in and out of court pursuant to § 771 of the Code of Civil Procedure, the ordering party is liable for the losses incurred by us.
3. The ordering party is entitled to resell the goods under retention of title in the normal course of business. The receivables collected from the buyer from the resale of the goods under retention are herewith assigned by the ordering party to us by way of security to the value of the final invoice amount agreed with us (including value-added tax). This assignment applies irrespective of whether the purchased item has been resold without or after processing. The

buyer remains authorised to collect the receivable itself even after assignment. Our right to collect the receivable ourselves remains unaffected by this. We shall not collect the receivable, however, if the ordering party meets its payment obligations from the proceeds received, is not in default of payment and in particular there is no application to open insolvency proceedings or suspension of payments. [Note: This clause is omitted if an extended retention of title is not wanted.]

4. The processing or alteration of the purchase item by the ordering party is always done in our name and on behalf of us. In this case the ordering party's reversionary interest in the purchased item of the altered item continues. If the purchased item is processed with other objects that do not belong to us, we acquire joint ownership in the new item in proportion to the objective value of our purchased item to the other processed objects at the time of processing. The same applies in case items are mixed together. If mixing together is done in such a way that the ordering party's item is seen as the main item, it is agreed that the ordering party shall transfer proportional joint ownership to us and keep the resulting sole or joint ownership on our part. To secure our receivables against the ordering party, the ordering party shall also assign such receivables to us that accrue to it against a third party by combining the goods subject to retention of title with a piece of land; we agree to accept this assignment already.
5. At ordering party's request, we undertake to release the security due to us insofar as its realisable value exceeds the receivables for which security is to be provided by more than 20%.

§ 9 Warranty and notification of defects plus recourse/manufacturer redress

1. The ordering party's warranty rights require that it has properly fulfilled its inspection and notification obligations pursuant to § 377 of the German Commercial Code.
2. Claims for defects expire 12 months after goods supplied by us have been delivered to our customer. For compensation claims in case of wilful intent and gross negligence as well as injury to life, limb and health, which are based on a wilful or negligent breach of duty by the user, the statutory period of limitation applies.
3. If, despite all care taken, the delivered goods exhibit a defect that already existed at the time of transfer of risk, we will, at our choice, either repair the goods or supply replacement goods, provided that the notice of defects was given in due time. We must always be given the opportunity to render subsequent performance within a reasonable time. Rights of recourse are not affected by the above provision in any way.
4. If subsequent performance fails, the ordering party – without prejudice to any compensation claims – may withdraw from the contract or reduce the remuneration.
5. No claims for defects shall apply in case of only insignificant deviation from the agreed quality, in case of insignificant impairment of usability, in case of natural wear and tear or in case of damages which arise after the transfer of risk due to faulty or negligent handling, excessive stress, unsuitable operating equipment, inadequate construction work or as the result of special external influences which are not provided for under the contract. If improper repair work or changes are carried out by the ordering party or third parties, then no claims for defects shall apply to these or to the resulting consequences either.
6. Claims by the ordering party due to the necessary expenses for the purpose of supplementary performance, in particular transport, infrastructure, work and material costs, are excluded if the expenses increase because the goods delivered by us have been subsequently moved to a place other than the ordering party's site, unless the move corresponds to their intended use.
7. The ordering party's rights to recourse against us only apply insofar as the ordering party has not reached any agreements with its buyer that go beyond the statutory mandatory claims for defects. Furthermore, for the scope of the ordering party's right of recourse against the supplier, Paragraph 6 applies accordingly.

§ 10 Applicable law / jurisdiction

1. This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our place of business, unless the order confirmation states otherwise.
3. The ineffectiveness of any provisions in these general sales conditions has no impact on the effectiveness of the remaining provisions.

As at: December 2017