

## **General standard terms and conditions (GTC) Revision 09/2015**

### **1. Content of the contract**

All offers are subject to change with regard to prices and delivery options. An order is only accepted when it has been confirmed in writing or invoiced. Contents of the offer of the purchaser are the General Conditions of Sale of the company Kebulin-Gesellschaft Kettler GmbH & Co. KG. These are solely binding for both contracting parties. General terms and conditions of the contracting party of the company Kebulin-Gesellschaft Kettler GmbH & Co. KG or regulations deviating from the General Terms and Conditions of Sale of Kebulin-Gesellschaft Kettler GmbH & Co KG shall only become part of the contract if Kebulin-Gesellschaft Kettler GmbH & Co. KG recognizes this in written form by separate contractual agreement. Silence shall not be considered as a declaration of consent.

### **2. Terms of payment**

Payment of the invoice amount for deliveries must be made within 30 days net or within 14 days with a 2% discount. Other agreements require an explicit written confirmation. We reserve the right to accept bills of exchange. In the case of settlement of accounts with bills of exchange, we shall not grant any discount and shall charge the Buyer with the discount and bill charges or other additional costs that arise. If accepted bills of exchange are not discounted by the bank, we can claim immediate cash payment. In the event of default in payment, we shall be entitled to charge interest on arrears at a rate of 2% above the valid main refinancing interest rate of the ECB from the due date, at the latest from the last day of the month following delivery, and to withdraw from the contract. In the event of protests of bills of exchange or checks or other circumstances which make the creditworthiness of the Buyer appear doubtful, all our claims shall become due immediately, irrespective of the agreed payment terms. In case of doubt about the solvency of the Buyer and in case of payment arrears, we may demand advance payments or securities for further deliveries. The Buyer shall not be entitled to offset any counterclaims other than those that are undisputed or have been finally determined by a court of law. This shall also apply to the right of retention pursuant to § 273 BGB (German Civil Code), unless the claim and counterclaim are based on the same contractual relationship, as well as to the commercial right of retention pursuant to § 369 HGB (German Commercial Code). In the case of the regulation of pure work services (insulation work), the invoices are to be paid net within 30 days dato faktura.

### **3. Ownership**

We retain title to the goods delivered until all present and future claims arising from the business relationship have been settled. The buyer may further process the goods delivered by us or resell them in the ordinary course of business as long as he regularly fulfills his obligations from the business relationship with us. If our goods are processed, we shall be deemed to be the manufacturer and shall

acquire ownership of the newly created goods. If the processing takes place in conjunction with other materials, we shall acquire co-ownership in the ratio of the invoice value of our goods to that of the other goods. The Buyer shall assign all claims arising from the sale of goods in which we have ownership rights to us as security in the amount of the claim to which we are entitled. In the event of resale to third parties, the purchaser shall draw attention to the existing retention of title. The purchaser must inform us immediately of any access by third parties to the goods delivered under retention of title or to the claims assigned to us.

#### 4. Packaging and shipping

Shipment is always at the expense and risk of the purchaser. We shall only take-out transport insurance at the explicit request and expense of the recipient. The risk for the goods shall pass to the buyer as soon as the goods have been handed over to the transport company or have left our factory or warehouse. With regard to the method of shipment, the route of shipment, etc., we shall proceed according to the wishes of the Buyer or to the best of our knowledge. However, we do not guarantee that all freight or other concessions can be taken into account. In the case of freight, transport costs shall be disbursed in the name and for the account of the purchaser and shall be reimbursed to us by the purchaser without deduction in any case. Any objections regarding the amount of freight costs etc. must be raised by the buyer directly with the freight carrier. Some of our products are shipped in cartons or packages, which are charged at cost price and will not be taken back or reimbursed. If the shipment is made on pallets, the price for the pallets will be charged. In case the pallets are returned intact, the costs will be refunded. The cost of the pallets and the amount of the refund shall be determined by the price lists existing for this purpose.

#### 5. Partial deliveries

Partial deliveries shall be deemed a special transaction and shall be invoiced separately.

#### 6. Delivery periods

The individually agreed delivery periods shall apply subject to correct and timely delivery to us. War, strike, lockout, shortage of raw materials and energy and all other cases of force majeure, including those affecting our suppliers, shall release us from the obligation to deliver for the duration of the disruption and to the extent of its effect. Such events shall entitle us to withdraw from the contract in whole or in part. In this case, the buyer has no right to compensation.

#### 7. Defects

Complaints due to obvious material defects, incorrect deliveries, deviations in quantity must be made in

written form within an exclusion period of one week after receipt of the goods. Hidden defects must be notified in written form immediately, but no later than 12 months after receipt of the goods. We will take back defective goods and replace them with flawless goods. Any further claim for damages shall be excluded unless we have warranted certain properties. Unless otherwise agreed in the individual contract, the warranty shall only apply to the item itself. Liability for consequential damage caused by a defect is not assumed. Warranty claims for work performed by us shall become time-barred within 6 months after acceptance. Liability for consequential damages is excluded. If a vicarious agent is engaged, we shall only be liable for gross negligence and intent.

## 8. Invoicing of work services

The invoicing of work services shall be carried out after completion of the work according to the joint measurement. The hours worked by our personnel as certified to us in the meantime by the customer or his authorized representative shall be final. In the case of longer work periods exceeding several months, we have the option of issuing monthly partial invoices. The content of the contract shall be the VOB (German Construction Contract Procedures), unless otherwise agreed in writing.

## 9. Breach of contract

Claims for damages by the buyer based on a slightly negligent breach of our contractual or legal obligations are excluded, regardless of the legal reason.

## 10. Customer and specialist advice

Our customer and specialist advice is voluntary customer service which does not constitute any liability on our part. The advice does not release the buyer from his own examination of our products for suitability for the intended purpose and from careful regard for our processing instructions.

## 11. Samples / technical data

Our products are manufactured according to the latest state of the art. The samples already submitted by us shall be decisive for the quality of the delivered goods. Minor deviations shall not constitute grounds for complaint. In addition, the relevant DIN regulations as well as our own factory standards shall apply to the quality and assured properties of the goods. The data contained in our printed matter and technical data sheets correspond to the technical status known to us at the time of printing. In the case of printed matter older than 6 months, we must be consulted.

## 12. Industrial property rights

Samples, models, drawings or suggestions of any other kind provided by the purchaser for the execution of an order shall not be examined by us. The Buyer shall assume liability for the fact that no industrial property rights of third parties are infringed. The Buyer shall compensate us for any direct or indirect damage resulting from the infringement of such industrial property rights.

## 13. Data protection

We are entitled to process the data about the Buyer obtained through or in connection with the business relationship, regardless of whether they originate from the Buyer himself or from third parties, in accordance with the Federal Data Protection Act.

## 14. Place of fulfillment

The place of fulfillment for the buyer's services is Herten-Westerholt.

## 15. Place of Jurisdiction

If the customer is a merchant, the place of jurisdiction shall be Recklinghausen if a local court has subject-matter jurisdiction, and Bochum if a regional court has subject-matter jurisdiction; Recklinghausen shall be agreed as the place of jurisdiction for default action.

## 16. Severability clause

The invalidity of any of the above provisions shall not affect the validity of the remaining provisions.