

GERNERAL TERMS OF BUSINESS

Stand 04/2015

§1 AREA OF VALIDITY

(1)

These terms of business are exclusively valid and only with respect to companies, corporate bodies or special assets subject to public law. We shall only recognize regulations to the contrary or conditions deviating from our General Terms of Business by the customer if we explicitly accept the validity of said conditions in writing.

(2)

These terms of sale shall also be valid for all future business with the customer, insofar as legal acts of a related kind are concerned.

§2 OFFER AND CONCLUSION OF THE CONTRACT

(1)

Our offers are subject to confirmation. Should an order be considered an offer according to section 145 BGB (German Civil Code), we shall be able to accept within two weeks. Oral agreements, promises and guarantees of our employees— except bodies – in connection with concluding a contract shall only be binding upon written confirmation.

(2)

Quantities shall always be an estimate. Safety-related and filling-related deviations of +/- 5 % shall be considered according to contract in load-on vehicles, fixed connection tanks or silo vehicles. Quantity deviations of this kind shall be considered in the invoice accordingly, lowering or increasing the price.

§3 SUBMITTED DOCUMENTS

We shall retain ownership and copyright for all documents submitted to the customer in connection with the order, e.g. calculations, drawings etc. Said documents shall not be made accessible to third parties, unless we provide the customer with explicit written agreement. Should we not accept the customer's offer within the period of time stipulated in section 2, said documents shall be returned to us immediately.

§4 PRICES AND PAYMENT

(1)

Unless regulations to the contrary are agreed in writing, our prices are ex works excluding packaging and plus legal VAT at the currently valid amount. Costs for packaging – if applicable - shall be invoiced separately.

(2)

Payment of the sales price shall be made exclusively to the account stated on the invoice. Deduction of discounts shall be subject to separate written agreement.

(3)

Unless agreed otherwise, the sales price shall be paid within 10 days upon delivery. Default charges shall be calculated at the amount of 9 % at the respective base rate p.a. Claim to greater default damage shall be reserved.

(4)

Unless a fixed price agreement was made, adequate price changes due to changed costs for wages, material and distribution for deliveries executed 3 months of more after conclusion of the contract shall remain reserved.

§5 OFFSET AND RIGHT OF DETENTION

The customer shall have the right to offset only if his claims have been legally established or are indisputable. The customer shall have the right to execute the right of retention only if his claim has is based on the same contractual relation.

§6 DELIVERY AND DELIVERY TIME

(1)

The agreed delivery periods and times shall be considered as an estimate, unless a fixed date has been

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agreed explicitly.

(2)

In case of third-party deals delivery date and period shall be considered fulfilled if the goods leave the supplier's works in time, so that after usual transport time the delivery would reach the recipient in time.

(3)

The beginning of the delivery time stated by us assumes timely and proper fulfilment of the customer's obligations. Exception of unfulfilled contract remains reserved.

(4)

Should the customer come into default of acceptance or should he culpably be in default of obligation to cooperate we shall have the right to claim the damage incurred to us, including possible additional expenditure. Further claims shall remain reserved. Should said conditions apply, accidental risk of loss or accidental degradation of the purchased goods shall be passed to the customer at the time that the customer has come into default of acceptance or default of payments.

(5)

In case of delayed delivery caused non culpably or negligently by us we shall be liable for each completed week of delay in the scope of a fixed delay compensation at the amount of 3 % of the delivery value, however, at a maximum not more than 15 % of the delivery value.

(6)

Further legal claims and rights of the customer due to delayed delivery remain untouched.

§7 PASSING OF RISK WHEN DELISHIPPING

(1)

Should the goods be sent to the customer at the customer's request, risk of accidental loss or accidental degradation of the goods shall be passed to the customer upon dispatching said goods to customer, at the latest upon leaving the warehouse. They shall be valid independent of dispatching of the goods is executed from the place of fulfilment independent of who pays the freight costs.

(2)

Acts of god that render delivery impossible not only temporarily shall entitle us to withdraw from the contract. Acts of god shall be public restrictions, strike, lock-out as well as low water or flooding of the shipping lanes, or any other irregular condition. Damage on the basis of neglect of duty shall not be claimed from us in said cases. The customer shall not be obliged to compensate. We shall inform the customer of said events immediately. The customer shall then also have the right to withdraw from the contract. Further, in case of only temporary impossibility there shall be no delay. Damage for delays or compensation shall not be claimed in said cases.

§8 PACKAGING

(1)

Should our deliveries be executed in rented packaging, said packaging must be returned to us within 60 days upon receipt at the customer's by customer emptied, in good order and condition at his expense and risk.

(2)

Should the customer not comply with the obligation stated in (1) timely, we shall be entitled to invoice an adequate fee and, after unsuccessful setting of a deadline for return, to claim a replacement price in addition to the aforementioned fee.

(3)

The affixed marking shall not be removed. Our rented packaging shall not be exchanged or filled with other goods. The customer shall be responsible for depreciations, exchange or loss, independent of actual fault. Use as storage container or passing on said packaging to third parties shall not be permitted without written consent.

§9 TITLE RETENTION

(1)

We shall retain the title to the supplied goods until the full amount of all claims from the supply contract have been paid. This shall also apply to all future delivery, even if we do not make explicit reference thereto. We shall be entitled to take back the purchased goods should the customer behaves contrary to contract.

(2)

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The customer shall be obliged, as long as the title has not yet passed to him, to treat the purchased goods with care. As long as the title has not yet passed to him, the customer shall immediately inform us if the supplied object has been impounded or has been subject to manipulation of third parties. Should the third party not be able to reimburse us the court fees or fees incurred out-of court for an action according to section 771 ZPO (Civil Litigation Code), the customer shall be liable for the damage incurred to us.

(3)

The customer shall have the right to resell the reserved goods in normal business transactions. The customer shall cede to us the claims of the buyer from said resale of the reserved goods at the amount of the gross invoice amount agreed with us. Said cession shall be valid independent of whether the purchased goods were resold before or after further processing. The customer shall have the right to the collection of the claims even after the cession. Our right to collect the claims ourselves shall remain untouched. However, we shall not collect the claim as long as the customer fulfils his financial obligations from the collected proceeds, is not in arrears and especially no insolvency proceedings have been initiated or bankruptcy has been established.

(4)

Treatment or processing or reworking of the purchased goods by the customer shall always be in our name and on behalf of us. In said case the remainder of the customer to the reworked goods are extended. Should the purchased goods be processed with other objects that are not our property, we shall receive joint ownership of the new object at the proportion of the objective value of our purchased goods in relation to the other processed goods at the time of processing. The same shall be valid in case of mixing. Should the mixing happen in a way that the object of the customer shall be regarded the main object, it shall be considered agreed that the customer extends to us proportionate shared ownership and shall keep the thus formed sole ownership or shared ownership on our behalf.

(5)

We shall be obliged to release our due securities at the customer's request, insofar as their value exceeds the claims to be secured by more than 20 %.

§10 WARRANTY AND NOTICE OF DEFECTS AS WELL AS RECOURSE / MANUFACTURER'S RECOURSE

(1)

Warranty claims of the customer shall require that he has complied with his duties of examination and the requirement to make a complaint according to section 377 HGB (Commercial Code) in due and proper manner.

(2)

Warranty claims expire 12 months upon delivery of our goods at the customer's. The above terms shall not apply insofar as the law stipulates longer terms. Before returning the goods our consent shall be required.

(3)

Should despite all care the supplied goods be defective in a way that the defect already existed at the time of the passing of the risk, we shall, on condition of timely warranty claim, at our choice repair the goods or supply a substitute. We shall always be given opportunity of re-fulfilment within adequate time. Claims of recourse shall remain untouched of the above term without restriction.

(4)

Should re-fulfilment fail the customer may – possible warranty claims notwithstanding – have the right to withdraw from the contract or reduce remuneration.

(5)

We shall not be liable for the suitability of the goods for the intended purpose of the buyer, unless the intended purpose has become a written part of the contract. Insofar as we consult with regards to application technology, provide information or express recommendations, we shall be liable for culpably incorrect consultation, information or recommendation only if it has been provided in writing.

(6)

Warranty claims shall not exist in case of only insignificant deviation from the agreed nature, in case of only insignificant impairment of the usability, in case of natural wear or tear as well as in case of damage incurred after the passing of the risk due to incorrect or negligent treatment, excessive use, unsuitable equipment, faulty construction work, unsuitable building site or due to special external influences not foreseen in the contract. Should the customer or third persons implement improper modifications, no warranty claims shall exist for said modifications and the consequences resulting thereof.

(7)

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Claims of the customer for the expenditure necessary for the purpose of re-fulfilment shall be excluded, especially costs for transport, way, work and material, insofar as said expenditure is increased because the goods supplied by us are then transported to a place other than the customer's establishment, unless said transport is in compliance with its intended use.

(8)

Warranty claims of the customer against us shall only be valid insofar as the customer has not made an agreement with his buyer that exceed the legally stipulated agreements. Concerning the scope of the customer's recourse against the supplier paragraph 6 shall apply.

(9)

In case of wilful concealment of a defect or in case of provision of a guaranty for the condition of the goods at the time of the passing of the risk in the sense of section 444 BGB (German Civil Code), the rights of the customer shall exclusively follow the legal regulations.

§11 MISCELLANEOUS

(1)

This contract and all legal relations of the parties are subject to the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2)

Place of fulfilment and exclusive court for any disputes arising from this contract is our place of business, unless differently agreed in writing.

(3)

All agreements concluded between the parties for the purpose of fulfilment of this contract are contained in this contract in writing.

(4)

Should individual terms and conditions of this contract be invalid or become invalid or be deficient, the other terms and conditions shall remain untouched. The parties agree that instead of the invalid terms they shall find a permitted term that is as close as possible to the economical purpose of the invalid term, or that fills the deficiency of that term.