

# conditions



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## 1 General

These delivery and payment conditions are part of all agreements, which are concluded between our company and our customers for commercial and corporate business transactions. This includes current and future business relations. We herewith explicitly oppose contrary General Terms and Conditions, in particular procurement conditions. These shall only be applicable upon our written consent. Differing conditions shall only be applicable upon our written consent.

## 2 Offers

Prices, volumes, delivery terms and delivery conditions shall be subject to confirmation. Orders and verbal supplementary agreements shall only be deemed accepted by us after our confirmation in writing.

## 3 Prices

Our prices, which are effective on the day of delivery, shall be applicable for all delivered items, unless otherwise explicitly agreed upon. All prices are stated as net prices in EURO, unless otherwise quoted.

## 4 Delivery and shipment

All deliveries shall be made ex works or ex warehouse. Risk of transport shall be transferred to the purchaser upon the goods' exit from the factory or the warehouse. Differing agreements shall only be applicable upon our written confirmation and shall be accomplished according to the conditions of the individual agreement, which shall be in compliance with the INCOTERMS, in the version valid at conclusion date of the agreement. Our company shall be entitled to ship partial deliveries. We reserve the right to ship surplus or reduced quantities which are required for obtaining complete shipment units. Customary deviations in length, width, colour, quality or other properties shall not be accepted as reasons for complaints on part of the purchaser. Deviations of ordered quantities, due to manufacturing, of up to 10% shall be acceptable. The ordering party shall pay the customary price for additional manufacturing. There shall be no additional supplies of possibly missing quantities.

## 5 Delivery impediments and Force Majeure

Stated delivery times shall be subject to our shipment potential. In case of unforeseeable and extraordinary conditions, e.g. industrial conflicts, authoritative actions and other business interruptions, for which we are not responsible, at our factory or with our suppliers, the delivery term shall be extended by the period covered by business interruptions. In case business interruptions render the fulfillment of the shipment impossible, we shall not be liable to fulfill such shipment. Prerequisite for claiming the above conditions shall be our immediate notification of the purchaser. Damages claims on part of the purchaser shall not be valid in case of the above-mentioned conditions.

## 6 Right to rescind from delivery

Our Company shall be entitled to rescind from the agreement if we are subsequently notified of any financial difficulties on part of the purchaser, which impede payment, or if we have legitimate reason to assume that the purchaser will not be able to fulfill their obligations, unless they can satisfactorily prove otherwise. No damages claims on part of the purchaser shall be applicable in case of rescinding.

## 7 Defect claims

Our company shall only be obliged to correct defects according to the following provisions if we receive a notice:

- of defects which are revealed upon careful inspection and if we receive such notice within eight days after delivery,
- of non-obvious defects immediately after their discovery,
- with regard to the purchase of consumer goods within two years after shipment. In addition, the period of limitation for defect claims shall be one year after passing of risk. Our company shall only be obliged for supplementary performance in case of valid defects claims. In case that a supplementary performance cannot be fulfilled or such fulfillment has failed, the purchaser shall be entitled to either claim reductions or to rescind from the agreement in consideration of profitability rule. Customary deviations in length, width, colour, quality, packaging and product display in the catalogue shall not be accepted as reasons for defects claims on part of the purchaser.

## 8 Repurchase of goods

Goods which are no longer faultless and salable or no longer complete as well as custom-made products shall not be repurchased. All returned goods, also in case of quality and other defects, shall only be accepted upon our previous written consent.

## 9 Payment

Payments shall be due 7 days after date and receipt of invoice. Payment terms shall only be deemed observed if payments were made into our account within the stated period and/or were credited to our account without reservation in case of bill of debt, cheque or direct debit. Accrued discount and exchange charges shall be payable by the purchaser.

If the goods have not been paid for within 20 days after due date, this shall be deemed as the purchaser's default in payment without requiring a reminder. In such case, the purchaser shall pay default interest of 5% added to the respectively current interest rate for long-term refinancing agreements issued by the European Central Bank. Starting the time of dunning, an additional fee of 30.00 € net is charged in general. Accrued expenses for reminders shall be payable by the customer. If, in addition, such default results in proven higher damages caused by delay, such can also be claimed from the purchaser. If the purchaser has failed to make payments at due time or if their financial circumstances have considerably deteriorated, our company shall be entitled to only accomplish future deliveries for advance payment. In addition, we shall not be obliged to accomplish further deliveries with regard to other effective agreements, while the purchaser continues to fail in paying at due time. Our company shall, furthermore, be entitled to immediately render all claims, including bill debts, payable at once.

## 10 Retention of title

**A.** General retention of title Delivered goods shall remain our property until all claims, with regard to the business relationship between the purchaser and our company, were paid in full. The retention of title shall also be applicable in case of further individual claims added to the current invoice, of balances as well as their acceptance.

**B.** Enhanced retention of title in case of subsequent processing

The purchaser shall carry out any processing of the reserved goods on our behalf without claiming obligations from our company, which might arise due to such action. In case of processing, mixing, blending or mingling of the reserved goods with other goods, which are not in our possession, our company shall be entitled to the arising share of co-ownership in the new product according to the ratio between invoiced value of the reserved goods and the other processed goods at the time of processing, mixing, blending or mingling. If the purchaser acquires the exclusive ownership in the new product, the contracting parties have agreed that the purchaser shall concede co-ownership, resulting from the share of the invoiced value of the processed, mixed, blended or mingled reserved goods in the new product which the purchaser shall also store free of charge on our behalf. If the reserved goods are resold after processing, mixing, blending and mingling, the above agreed assignment of future claims shall amount to the invoiced value of reserved goods.

## 11 Secrecy

The customer undertakes to treat all information, which they may receive due to business relations, as confidential and not to transfer such to third parties.

## 12 Severability

If any provision in this agreement is held or becomes invalid or unenforceable, the remaining provisions' validity shall not be affected. The parties shall immediately negotiate a valid substitute provision which most nearly reflects the purpose of the void or invalid provision.

## 13 Place of fulfillment and jurisdiction

Place of fulfillment for all obligations in this agreement shall be Neuhemsbach, Germany. All litigations arising from the contractual relationship as well as from its conclusion and effectiveness are subject to the jurisdiction of the registered office of Cast4Art

## 14 Applicable law

This agreement shall be construed under the Laws of the Federal Republic of Germany, exclusive of the UN Sales Convention even if the customer's principal place of business is registered in a foreign country.