

1. GENERAL

The following general terms and conditions apply exclusively to all deliveries and other services of Szabo GmbH ("Seller") and its customers ("Purchaser"), provided that the Purchaser is an entrepreneur within the meaning of § 14 BGB (German Civil Code). These terms and conditions also apply in their current version to future deliveries – as a framework agreement – without the need to refer to them again in individual cases. Conflicting terms and conditions of purchase of the Purchaser, even if they form the basis of the order, shall only become part of the contract if the Seller agrees to their validity individually in writing in each individual case. The statutory provisions applicable in the Federal Republic of Germany apply unless they are amended or excluded by these terms and conditions of sale and delivery.

2. DATA STORAGE

Data which the Seller receives in connection with the business relationship with the Purchaser, whether from the Purchaser or from a third party, may be processed by the Seller in accordance with the applicable data protection regulations.

3. OFFERS, PRICES AND DELIVERY

All offers of the Seller are subject to confirmation. Prices are ex works plus statutory VAT, shipping, and transport costs unless otherwise agreed. Any fees, taxes, public charges or customs duties shall be borne by the Purchaser. The Seller reserves the right to adjust prices in the event of significant changes in price-determining factors such as raw materials, energy, taxes, etc.. The contract shall only be concluded upon acceptance of the order by the Seller (order confirmation or delivery). Collateral agreements, amendments, supplements or the termination of the contract as well as the assurance of properties are only valid if confirmed in writing. Delivery times are only approximate. Events of force majeure as well as strikes, lockouts, operational disruptions, supplier delays or other unforeseen circumstances (force majeure) shall extend the delivery period appropriately. If delivery by the Seller is delayed, the Purchaser may withdraw from the unfulfilled part of the contract after expiry of a reasonable grace period set by them. Partial deliveries which have already been made are excluded from withdrawal unless they are proven to be unusable for the Purchaser. Further rights such as claims for damages are – as far as legally permissible – excluded. The delivery itself is always made at the risk of the Purchaser.

4. TERMS OF PAYMENT

Payments are due net (without deduction) 10 days after the invoice date, subject to payments conditions agreed individually with the Purchaser. Payments by bill of exchange are not accepted. The Purchaser is only entitled to offset, withhold, or reduce the price, even if notices of defects or counterclaims are asserted, if the Seller has expressly agreed or counterclaims have been legally established. If the payment deadline is exceeded, default interest shall be charged at a rate of 10% above the base rate (§ 247 Para. 2 BGB) of the Deutsche Bundesbank plus the statutory flat rate for reminder fees.

5. RETENTION OF TITLE

All goods delivered shall remain the property of the Seller until payment has been made in full, with reference made to § 367 BGB. If the goods delivered by the Seller are mixed, processed, or combined with other items, the Purchaser hereby assigns to the Seller a right of ownership or co-ownership in the mixed stock or the new item in proportion to the invoice value of the Seller's invoice, both in respect of the intermediate and final products and shall keep the item in safe custody with due commercial care. The Purchaser is obliged to insure the goods against the risk of fire and theft (consignment stock deliveries) and to provide evidence of the conclusion of this insurance upon request. The Purchaser is not permitted to transfer ownership by way of security or to pledge the goods subject to retention of title. The Purchaser shall immediately notify the Seller of any seizure or other access by third parties, including to assigned claims, and shall explain the right of ownership to the third party. The costs of any interventions shall be borne by the Purchaser.

6. GUARANTEE

The limitation period for claims for defects is 6 (six) months from the date of the transfer of risk (shipment). The Purchaser must inspect incoming goods immediately and check for defects. Visible defects shall be noted in writing on the delivery/consignment note. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour, and material costs, unless the request of the Purchaser to remedy the defect is proven to be unjustified. The Seller shall not bear the costs of the subsequent transport of the goods to a place other than the Purchaser's place of business. In the event of a replacement delivery, the Purchaser shall return the defective item to the Seller upon request. Claims for reimbursement of dismantling and installation costs in accordance with § 439 Para. 3 BGB remain unaffected. In the event of a justified complaint made in due time, the Seller shall remedy the defect within a reasonable period of time, either by repair or replacement. The Seller reserves the right to make two attempts at subsequent performance. The Purchaser must not be in default of payment. Liability shall be limited to the value of the goods delivered. If the defect is due to the defectiveness of a supplier's product which has become part of the delivery item as a self-contained unit, the Seller's liability shall be limited to the assignment of the claims to which the Seller is entitled against the supplier.

7. WARRANTY

The agreement of a warranty must be effected in writing and is only effective if it sufficiently describes the nature and duration of the warranty as well as the territorial scope of the warranty protection.

8. DELIVERY RESERVATION, RIGHT OF WITHDRAWAL AND EXCLUSION OF LIABILITY

After the conclusion of the contract, if circumstances become known which reduce the creditworthiness of the Purchaser, the Seller shall be entitled to demand immediate payment of its claims, to demand advance payment or security before delivery, to withdraw from the contract or to claim damages for non-performance. The delivery obligation of the Seller is subject to correct and timely delivery to the Seller (by its suppliers). Any liability on the part of the Seller, even outside the warranty, shall be governed exclusively by the above agreements. All claims which are not expressly conceded, including claims for damages arising from liability for fault, are excluded to the extent permitted by law irrespective of the legal grounds.

9. FINAL PROVISIONS

This contract and its performance are subject to German law. The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. The place of performance and jurisdiction is the registered office of the Seller. Arbitration agreements shall not apply.