

Contractual terms for direct sales

Contractual terms for sales contracts concluded between Brass Regalanlagen GmbH, Im Sichert 14-16, 74613 Öhringen – hereinafter referred to as the “Provider” – and the customers referred to in § 1 – hereinafter referred to as the “Customer”.

§ 1 Area of validity, definitions

(1) The following General Terms and Conditions according to the valid version at the time of placing the order shall apply exclusively to the business relationship between the Provider and the Customer. Any unilateral terms and conditions of the customer deviating from these provisions shall not be recognised, unless the supplier expressly agrees to their application in writing. Individual agreements are excluded from the preceding sentence.

(2) The Customer is a consumer if it concludes the legal transaction with the Provider for purposes which cannot be primarily attributed to either its commercial or self-employed occupational activities. By contrast, an entrepreneur is any natural person or legal entity or incorporated partnership engaged in commercial or self-employed occupational activities when concluding the contract.

(3) Pictures or drawings contained in brochures, advertisements and other offer documents are only approximate unless the information contained therein is expressly referred to as binding by the Provider.

§ 2 Prices and payment

(1) Our prices include the statutory valued added tax, but not the shipping costs. The Customer shall bear the customs duties and similar charges.

(2) The Customer shall not be entitled to any offset or retention rights unless the counter claim is undisputed or has been finally established in law.

(3) Unless otherwise expressly agreed in writing, prices are quoted collection from the warehouse of the Provider, packaging included.

(4) Payments may only be made at the business premises of the Provider or by transfer to a specified bank account of the Provider.

(5) Cheques are only accepted on account of performance.

§ 3 Dispatch

(1) Delivery of the goods shall be effected at the warehouse of the Provider. In each case, goods will only be dispatched if this has been agreed in writing.

(2) In the case of dispatch the Customer shall bear the shipping costs; they include the cost of taking out transport insurance.

§ 4 Retention of title

The goods supplied shall remain the property of the Provider until payment has been received in full.

§ 5 Warranty

(1) If the supplied goods are defective, the Customer may initially demand that the Provider remedies the defect or supplies another product (as ordered) which is free from defects; if the Customer is an entrepreneur, the Provider may choose between remedying the defect or supplying an item free from defects. The Provider may refuse to carry out the type of subsequent performance that the Customer chooses if it is only possible with disproportionate costs. If the Customer is a consumer and only one type of subsequent performance is possible, the Provider may not refuse the other type of subsequent performance; in this case the Provider is however entitled to require the Customer to assume an appropriate share of the cost.

(2) Should the subsequent performance pursuant to (1) fail or be unreasonable for the Customer or should the Provider refuse to carry out the subsequent performance, the Customer shall be entitled under the applicable law to rescind the sales contract, reduce the purchase price or demand compensation for damages or reimbursement of its futile expenditure. In addition, the separate provi-

sions of § 6 of these General Terms and Conditions shall apply to claims by the Customer for compensation for damages.

(3) The warranty period is two years from delivery if the Customer is a consumer, otherwise it is twelve months from delivery.

(4) The following only applies to entrepreneurs: the Customer shall carefully inspect the goods immediately after receipt. The goods supplied are deemed to have been approved by the Customer if a defect is not notified within five working days after delivery in the case of obvious defects and otherwise within five working days after discovery of the defect.

§ 6 Liability

(1) Claims by the Customer for compensation for damages are excluded with the following exceptions: claims by the Customer for compensation for damages due to loss of life, personal injury or illness or due to the breach of essential contractual obligations (cardinal obligations) as well as liability for other damage based on an intentional or grossly negligent breach of duty by the Provider, its legal representatives or vicarious agents. Essential contractual obligations are those whose performance is necessary for attaining the purpose of the contract.

(2) In the case of a breach of essential contractual obligations the Provider shall only be liable for the contractually typical, foreseeable damage, if such damage was caused by simple negligence, unless the claims of the Customer are for compensation for damages due to loss of life, personal injury or illness.

(3) The restrictions of (1) and (2) also apply in favour of the legal representatives and vicarious agents of the Provider if claims are made directly against them.

(4) The provisions of the Product Liability Act shall remain unaffected.

§ 7 Data protection

(1) The Provider may save and process any data relating to the respective sales contracts to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as it is obliged to store this data in accordance with the statutory provisions.

(2) The Provider reserves the right to submit personal data relating to the Customer to credit agencies to the extent necessary for a credit check, subject to the Customer having expressly given its consent in each individual case. The Provider shall also not forward any other personal data of the Customer to third parties without the express permission of the Customer, except to the extent that it is legally obliged to surrender data.

(3) The Provider is not permitted to collect, submit or otherwise process personal data of the Customer for purposes other than those specified in these paragraphs.

§ 8 Final provisions

(1) The law of the Federal Republic of Germany shall apply to contracts between the Provider and the Customer to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Customer is a merchant, a legal entity under public law or special assets under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Provider is the registered office of the Provider.

(3) The remaining parts of the contract shall remain binding even if individual points are rendered legally invalid. The invalid points (where these exist) shall be replaced by the legal provisions. However, if this would constitute unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.