



## General Terms and conditions (GTC), delivery and payment conditions

Version: 01.03.2016

### § 1 General

1. These terms and conditions, delivery terms and conditions shall apply to all contracts for supplies and the contractor, to current and future business relationship between client and contractor. The GTC are accepted immediately when a order of the Stolz & Müller GmbH
2. Deviating agreements and terms and conditions are only binding if confirmed by the contractor in writing.

### — § 2 offers, delivery times, prices

1. In the offer of the contractor listed prices are quoted in euros and are subject to the proviso that the offer is based order data remain unchanged. Offers are subject to change. Our Offers have a validity of 4 Weeks. Price changes due to change s in material purchase prices have to be accepted. The contractor's prices do not include VAT. The contractor's prices are quoted in GER-67489 Kirrweiler.
2. The contractor reserves the right to increase its fees if subsequent to completion of the contract cost increases, particularly due to wage agreements or material price increases. This will be demonstrated on request.

### § 3 Payment

1. Payment within 20 Days after invoice is due without deductions. If you pay via automatic debit transfer system, we will grant a 3% cash discount.
2. In case of a delay in Payment all open invoices are due immediately including 5% default interest.

### § 4 Delivery

1. The dispatch is performed by the contractor for the client with the necessary care, but will be liable only for intent and gross negligence.
2. If the agent with delay in delivery, so he set a reasonable grace. After the expiry of the grace period, the client can withdraw from the contract. § 361 BGB. The compensation for damage caused only to the amount of the contract value (contribution only preliminary work and material) are required.
3. Breakdowns in both the business of the contractor, as well as that of a supplier-in particular, strikes, lockouts, war, riot and any other acts of violence do not justify termination of the contract. The principles of the abolition of the contract shall remain unaffected.
4. The delivered goods until payment in full of all the date of invoice claims of the contractor against the principal of his property. To sell the client is entitled in the ordinary course of business. The customer assigns his claims from the resale to the contractor. The contractor takes the assignment.
5. In case of a delivery via forwarding agent we will charge additional fees depending on the size of the package goods.

### § 5 Complaints, warranty and liability

1. The conditions of § § 377 and 378 of the Commercial Code apply with the proviso that the customer who is not a merchant in terms of the Commercial Code, all obvious and the customer who is not a merchant, any obvious defects, incorrect quantities or incorrect deliveries within 5 working days Delivery, and in any event prior to use, display or resale in writing. Hidden defects which are not found after the immediate investigation may only be asserted against the contractor if they are within 2 months after the goods have left the contractor arrives at the contractor. Defects in part of the delivery cannot justify the rejection of the entire shipment.
2. In case of legitimate complaints is the responsibility of his choice to the exclusion of all other claims for repair and / or replacement and up to the value of the contract, unless a promised feature is missing or the contractor or its agent have acted with intent or gross negligence. The same applies to the case of a justified complaint about the repair or replacement. If a replacement is not possible, however, a reduction in payment are agreed that a maximum amount of the cost of replacement of the request. Passed without the contractor put to him a reasonable period, the client has a right to a price reduction. In case of delayed, or unsuccessful repair or replacement, the client can withdraw from the contract. § 361 BGB. The liability for consequential damages is excluded unless the contractor or its agents have acted with intent or gross negligence.



3. Defects in a part of the delivered goods not entitled to reject the entire delivery, unless the partial delivery for the customer without interest.
4. For variations in the quality of the materials or engineering components, the contractor is liable only to the extent of his own claims against their own suppliers. In such a case, the contractor is relieved of liability if he assigns his claims against the supplier to the customer. The contractor is liable as a guarantor, provided there are no claims against the supplier by gross negligence or willful misconduct of the contractor. Insofar as certain specific work to be performed by a third company, contends the delivery terms of this industry. For the fault of the staff is stuck within contracts only to § 831 BGB.
5. Already mounted goods as well as wrong orders from customers through the dealer or directly from the dealer are excluded from return or exchange.
6. Complaints and defaults have to be reported with the help of the following Form you will found at:

<https://lieht.com/docs/infos/Reklamationsformular.pdf>

#### **§ 6 Copyright, retention of title**

1. The Client is solely responsible if hurt by the implementation of its mandate, in particular copyrights. The Client shall indemnify the Supplier against all third party claims arising from such infringement.

#### **§ 7 Advertising / Imprint**

1. The contractor may advise on the products in an appropriate way to his company. If the client has an overriding interest in ensuring that such a print is not done, this is notified in writing prior to production the contractor. The contractor has the right to withdraw from the contract in such cases.

#### **§ 8 Place of Performance, Jurisdiction**

1. If the conditions for extension of jurisdiction under § 38 of the Code of Civil Procedure, the court of jurisdiction for all claims of the parties Kirrweiler. If the client is not a merchant within the meaning of the Commercial Code, the court of jurisdiction for default actions, responsible for the establishment of the contractor the district court.
2. The laws of the Federal Republic of Germany to the exclusion of foreign law and of the uniform international sales law (CISG).

#### **§ 9 Data Protection Act**

1. The Client must allow that part of the order processing and accounting data required by computer processed and stored (§ 3 of the Act). The bill (delivery) shall also constitute notice pursuant to § 26 para 1 of the Federal Privacy Act.

#### **§ 10 partial interruption of the conditions**

1. The invalidity of individual provisions shall not affect the validity of the remaining provisions of these terms and conditions, delivery terms and conditions.