

General Conditions of Sale and Delivery

1. Scope

- (1) Our general conditions of sale apply exclusively; we do not acknowledge any conditions of the customer which are contrary to or deviate from our general conditions of sale, unless we explicitly consented in writing to their validity.
- (2) All agreements reached between us and the customer for the purpose of carrying out this contract must be made in writing. This applies also to offers and orders which were agreed with our sales representatives.
- (3) Our general conditions of sale shall apply only to commercial businesses, not to private consumers.

2. Offer

- (1) All prices contained in an offer are subject to alterations. The prices are valid as fixed prices for 6 months, only after acknowledgement of the order.
- (2) We reserve rights of ownership and copyrights on diagrams, drawings, design worksheets and other documents; they must not be made accessible to third parties.

3. Prices – Terms of Payment

- (1) All prices are in € (EURO), ex works Oettingen, exclusive costs of packaging.
- (2) Our prices do not include Value-Added Tax.
- (3) Unless stated otherwise in the acknowledgement of the order we grant 2% cash discount on payments in cash made within 10 days after the date of the invoice, payments shall be made within 30 days from the date of the invoice.
- (4) In case of a delayed payment, we are entitled to demand interest at a rate of 4% p.a. above the actual basis rate of the EZB.

4. Period of Delivery – Despatch – Delivery on Demand

- (1) Our liability in cases of delayed delivery is limited to cases of intent and gross negligence.
- (2) In case of delayed delivery the customer has to set us an appropriate time limit for the delivery. If we have not delivered by that date the customer has the right to withdraw from the contract. Customer's rights to claim damages is limited to the extent of the foreseeable damage and to cases of intent and gross negligence. In other cases the right to claim damages is limited to the amount of the contract price.
- (3) The limitations according to paragraphs (1) and (2), shall not apply in case a delivery at a fixed time has been agreed, or if the customer has lost its interest in the delivery due to the delay.
- (4) We will keep our delivery obligations on condition that the customer will keep its obligations correctly and in time.
- (5) Unless otherwise agreed we will take care of the most favourable way of transport at our own discretion on account and at the risk of customer. This shall also apply to carriage paid and FOB deliveries.
- (6) If delivery on demand has been agreed we may buy the material necessary to produce the complete order and we may produce the complete quantity immediately.

5. Warranty for Defects – Liability

- (1) The customer shall examine our deliveries immediately and report complaints about defects immediately. We can only be held responsible for defects if the customer has correctly fulfilled this obligation.
- (2) In case of defects we will either remedy the defect or replace the product by a not defective one. In case we replace the product we will pay the additional expenses. We will bear transport costs for the transport not farther than to the place of performance. In case of delayed delivery the customer has the option of either withdrawing from the contract or demanding a reduction in the price. Customer has no further claims. Our liability is not limited in cases of intent, gross negligence, undertaking of a guarantee, violation of an obligation non compliance with which would endanger the purpose of the contract, for damages caused by injury to life, body or health and for claims based on the German product liability law (Produkthaftungsgesetz).
- (3) Any and all claims against us are subject to a limitation period of 12 months from delivery. This does not apply as far as §§ 438 subpar. 1 No 2, 479 subpar. 1 and 634a subpar. 1 No 2 of the German Civil Code lays down a longer period or if we are liable due to intent or gross negligence.

6. Reservation of Ownership

- (1) The customer shall obtain ownership of the delivered products only after we have received all payments from the business relationship with the customer.
- (2) In the event of seizures or other actions by third parties, the customer shall inform us thereof immediately in writing. As far as the third party is not able to reimburse our total costs of legal action in accordance with paragraph 771 of the German Code of Civil Procedure, the customer shall reimburse us the loss.
- (3) The customer is entitled to sell the products. The customer shall assign all rights and titles arising from the further sale to us regardless of whether the products have been processed or not. The customer remains entitled to collect the payments from the sales. We shall not collect any payments except the customer is behind with payments and/or has gone bankrupt and/or has stopped payments.
- (4) Any processing, marking or other changes of the products by the customer shall be done on our behalf. If we have to take back the products, the customer shall give us the name and address of the customer who wished the products to be processed, marked or changed.
- (5) We shall, at the request of customer, release our rights and titles up to the amount which exceeds 20% of the value of our payment claim to be protected. The selection of the rights and titles to be released shall be at our discretion.

7. Place of Jurisdiction – Place of Performance – Law

- (1) Place of jurisdiction shall be the place of our office. We also may take proceedings against the customer at the place of its office.
- (2) Our office is the place of performance, unless our acknowledgement of the order stated something different.
- (3) The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

8. Miscellaneous

- (1) Special designs can not be taken back. Our deliveries may deviate from the agreed volume by +/- 15%.
- (2) The minimum order value, as well as extra payments for small volume purchases, are fixed in the actual price list.
- (3) Quantities deviating from the standard packet will be increased or decreased to the corresponding standard packet, otherwise extra payments per incomplete packet will be charged in accordance with the actual price list.

Minimum order value:

For stock articles (**bold printed** articles):
net € 100.00

For special production and *italic printed* articles:
net € 250.00 / article

Extra payment for incomplete packets:
net € 4.00

Delivery costs on request.
Express delivery on extra charge available.

We reserve the right to change the construction and design of the brushes in the course of further technical developments. Information to measurements are approximate and not binding. All measurements are in mm.

The LESSMANN free dimension tolerances apply.
Request these if necessary.