

General Terms and Conditions

I. Scope of Application

1. All legal transactions with Joachim Pflug, Seilerei, Gerstetten-Dettingen, shall be governed exclusively by the following Terms and Conditions.
We do not accept any conflicting or deviating terms and conditions of the other contracting party unless we have expressly agreed to their applicability. Any counter-confirmations containing deviating terms and conditions are hereby expressly rejected.
2. The following Terms and Conditions shall also apply to all future transactions without our being required to make separate reference to them in each individual case.

II. Conclusion of Contract

1. Our offers are subject to change and non-binding. We shall be bound by orders for a period of 10 days. If no written confirmation has been issued within this period, we shall no longer be bound by the order.
2. A contract shall only be concluded upon our confirmation. The content of our confirmation shall determine the nature and scope of the agreed performance. This shall also apply where the contracting party's declaration was preceded by an offer made by us.
3. Oral supplementary agreements and subsequent amendments to the contract shall only be valid if confirmed by us in writing.
4. Drawings, other technical documents, samples or models provided by us in connection with a legal transaction shall remain our property and subject to our exclusive rights of disposition and use. If no legal transaction is concluded, the recipient of such items shall, at our request, return them immediately at any time. Any right of retention in respect thereof is excluded.

III. Prices

1. In the case of sales transactions, the prices stated in our price list valid at the time the contract is concluded shall apply. Our prices are net prices (plus statutory VAT) ex works. In particular, they do not include the costs of packaging and insurance; any such costs incurred shall, where applicable, be charged separately.
2. In the case of purchasing transactions, agreed prices shall include delivery free of charge to our premises and packaging. If no prices have been agreed, the customary prices shall apply, but shall not exceed the prices most recently paid by us for the purchase of equivalent goods or services.

IV. Terms of Payment, Set-Off and Assignment

1. Unless otherwise agreed, our invoices shall be payable without deduction within 30 days of the invoice date. For payments made within 10 days of the invoice date, a cash discount of 2% of the net invoice amount shall be granted.
2. Claims against us may only be set off against counterclaims that are undisputed or have been finally adjudicated.
3. Claims against us may only be assigned with our express prior written consent.

V. Performance of the Contract and Default

1. The commencement of any delivery period or delivery date confirmed by us shall be subject to all technical matters having been clarified.
2. Our obligation to deliver is subject to the reservation that we ourselves receive correct, complete and timely supplies from our upstream suppliers (reservation of self-supply). This shall not apply where the disruption in performance has been caused by us intentionally or through gross negligence. Where applicable, the delivery period shall be extended by the duration of the disruption plus a reasonable restart period.
3. Events of force majeure and unforeseen events whose occurrence or duration we can neither foresee nor influence, such as strikes, lockouts or operational disruptions affecting us or an upstream supplier, shall release us from our performance obligations for the duration of the disruption and for a reasonable restart period, including where we are already in default, provided that the disruption was not caused by us intentionally or through gross negligence.
4. If we are in default with any performance, we shall be granted an additional period of at least two weeks before any further rights may be asserted against us.
5. In the case of custom-made products, excess or short deliveries of up to 10% shall be permissible and shall be taken into account in the invoice.
6. With regard to dimensions and other technical values of all items supplied, we reserve the right to customary commercial tolerances unless we have expressly warranted compliance with specific dimensions.
7. We shall be entitled to make reasonable partial deliveries.
8. If our contracting party is in default of acceptance or otherwise breaches its obligations to cooperate, we shall be entitled to claim compensation for the resulting loss, including any additional expenses incurred. Furthermore, the risk of accidental loss of or accidental deterioration of the subject matter of the performance shall pass to the contracting party upon commencement of the default of acceptance.

9. Where goods are dispatched by us, acceptance of the goods without objection by the forwarding agent, carrier or recipient shall constitute evidence that the goods were properly packaged and dispatched.
10. The engagement of subcontractors for the performance of contractual obligations owed to us shall only be permitted with our prior written consent.
11. Where goods or services are supplied or provided to us, the contracting party warrants that its performance does not infringe any third-party intellectual property rights. Should any third party assert claims against us in this respect, the contracting party shall, irrespective of any fault on its part, be obliged to fully indemnify us against such claims.

VI. Warranty

1. Any apparent defects in items supplied by us must be notified to us in writing within a preclusive period of eight days following delivery. The same shall apply to defects that only become apparent at a later date, in which case the eight-day period shall commence upon discovery of the defect.
2. If the goods supplied are defective or lack warranted characteristics, we shall, at our discretion, be entitled to remedy the defect by repair or replacement delivery. If we are unwilling or unable to remedy the defect by repair or replacement delivery within a reasonable period, or if such remedial performance otherwise fails, the purchaser shall be entitled to demand rescission of the contract or a reduction in the purchase price.
3. Notices of defects and warranty claims shall also be excluded if the purchaser has resold the goods after discovering the defect or after the defect ought to have been discovered.

VII. Limitation of Liability

1. Claims for damages, irrespective of their legal basis, including claims arising from defects in our goods and services and consequential losses resulting from defects, unsuccessful repair or replacement delivery, or breaches of any other contractual or pre-contractual obligations, shall be excluded.
This exclusion of liability shall not apply insofar as we are liable for intent or gross negligence or where liability relates to warranted characteristics. The exclusion of liability shall likewise not apply where we are responsible for a culpable breach of material contractual obligations (principal obligations).
2. In all cases, however, liability shall be limited to compensation for such losses as we could have foreseen at the time the contract was concluded, on the basis of the circumstances known to us, as a possible consequence of the breach of contract (losses typical for the type of contract concerned). Compensation for loss of profit is excluded.
3. All limitations of liability shall apply to the same extent to our employees, agents and other persons engaged by us in the performance of our obligations..

VIII. Retention of Title

1. We shall retain title to all goods supplied by us until all claims against the contracting party, including claims arising from other legal transactions, have been satisfied in full. Cheques and bills of exchange shall only be deemed payment once they have been honoured.
2. The contracting party shall be entitled to process or resell our goods in the ordinary course of business. This authorisation shall cease if an application is made to open insolvency proceedings in respect of its assets, if the contracting party makes a declaration in lieu of an oath pursuant to Section 807 of the German Code of Civil Procedure (ZPO), or if it experiences serious payment difficulties.
3. In the event of resale, whether before or after processing, the contracting party hereby assigns to us, in advance, its claims arising from such resale in an amount corresponding to the value of the goods subject to our retention of title; we hereby accept such assignment. In the event of processing, we shall acquire co-ownership of the newly manufactured item.
4. The contracting party shall immediately notify us in writing of any enforcement measures affecting our goods and/or claims assigned to us. The same shall apply to any other claims asserted by third parties in respect of such goods or claims.
5. If the contracting party defaults on payment, we shall be entitled to demand the immediate surrender of the goods subject to retention of title without this constituting withdrawal from the contract. The goods shall be taken into our possession solely as security for our claims; the contracting party shall remain obliged to perform its contractual obligations.

IX. Final Provisions

1. The place of performance for all obligations arising from legal transactions with us shall be our registered place of business.
2. The German courts shall have exclusive international jurisdiction over disputes between the parties. To the extent permitted by law, the exclusive place of jurisdiction shall be our registered place of business.
3. The contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Should any of the foregoing provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.