

General Terms and Conditions

The following conditions apply to all consignments and sales:

1. The buyer's general terms and conditions, especially purchase conditions, terms of delivery and payment, shall not be valid should they oppose the terms and conditions, terms of delivery and payment of the vendor. If our contract is confirmed by the buyer on conditions deviating from our terms and conditions, only our purchase conditions, terms of delivery and payment shall be valid, even if we do not object to such a deviating confirmation. Therefore, deviations shall only be valid, if they have been confirmed by us explicitly in writing.
 2. Only claims which are uncontested or have been established with legal finality shall entitle the buyer to set off. If the buyer is a merchant, no right of retention of the purchase price shall apply.
 3. Unless otherwise agreed, payments for deliveries shall be due no later than 30 days from the date of the invoice. In the event of delayed payment by the buyer, interest will be charged in the amount of usual banking debit interest rates above the base rate of Deutsche Bundesbank (German Federal Bank), at least, however, interest rates prescribed by German law at a rate of 5 % and 8 % respectively, if a consumer is not involved. The vendor shall be entitled to withdraw from the contract, if the buyer has supplied incorrect or incomplete information as far as his credit score is concerned. Furthermore, in this case the vendor shall be entitled to make all claims arising from the business relationship due immediately, without prejudice to his other rights.
 4. Unless otherwise agreed, prices shall apply ex works or warehouse. When goods are shipped to the buyer per his request, the risk of accidental loss or deterioration of the goods shall transfer to the buyer with dispatch of the goods, at the latest when they leave the works or warehouse. This applies irrespective of whether the goods are dispatched from the place of performance or who shall bear the freight costs. Transport insurance shall only be taken out, if specifically required by the buyer and at his expense.
 5. Acceptance of the purchased goods shall take place in our works or warehouse. Otherwise, after loading, the goods shall be considered as accepted and delivered according to the contract.
 6. The content of confirmations shall be considered as agreed and shall be binding for both parties, provided that written confirmations remain four days without any objection from the other party.
 7. Delivery dates or times which were confirmed orally or in writing shall always be understood as planned dates and shall therefore not be binding. Fixed dates will not be accepted, even without explicit objection. Possible costs occurring from postponements, such as waiting times or downtimes, respectively, contractual penalties shall not be borne without a prior explicitly separate contractual agreement. Demands or claims by third parties shall be invalid for the vendor. The vendor reserves the right to change delivery dates or times on his own authority and without consulting the buyer or obtaining his approval and without giving reasons.
 8. Samples illustrate the average outcome or color of the goods. They do not guarantee that every single piece exactly corresponds with the sample.
 9. Complaints shall only be considered, if they are raised in writing and with corresponding supporting documents within 8 days after receipt of the goods - or for hidden defects, immediately after they have been discovered. Otherwise, the load including the grading shall be deemed to be accepted. Complaints shall be excluded, if the goods have been processed or otherwise modified. Before processing or modifying the goods, the processor needs to verify that the goods give no reason for complaint.
 10. The sold goods shall remain our property until our receivables arising from the business relationship with the buyer shall be fully paid, in the case of payment by check until it shall be fully cashed. If the goods shall be resold by the buyer before they are fully paid, the buyer already now shall assign the resulting claims against third parties to the vendor to the amount of the value of the goods subject to retention. If the value of the securities shall exceed our claims by more than 20 %, we will at the buyer's request release securities of our choice.
 11. Place of performance for delivery shall be the corresponding place of dispatch of the goods, for payment the place of performance shall be Hamburg. If the buyer is a merchant, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Hamburg, or at our choice his general place of jurisdiction.
 12. German law shall apply for the contractual relationship and the interpretation of the conditions' wording (in which the German version shall be binding). Any disputes that may arise between the contracting partners shall be assessed according to German law.
- Disputes in contracts with the Incoterms FOB, CFR or CIF, which cannot otherwise be settled amicably between the parties, shall be resolved by the Board of Arbitration of the "Hamburger Freundschaftliche Arbitrage" (Hamburg Friendly Arbitration).
13. If a provision of this contract shall be held to be illegal or if there shall be a loophole within the contract, the validity of the remaining provisions of the contract shall hereby not be affected. In this case, the invalid or missing provision shall be replaced by the legal provision or a supplementary interpretation of the contract.