

GENERAL TERMS AND CONDITIONS AHAUSER GUMMIWALZEN LAMMERS GMBH & CO. KG, AHAUS

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I. Basis of the contract

These terms and conditions exclusively apply for any business relationships with Ahauser Gummiwalzen Lammers GmbH & Co. KG. Any deviating conditions of the customer, which we do not expressly accept in writing, are not binding for us, even if we do not expressly reject them. The following terms and conditions of sale also apply if we execute the order without reservation knowing of conflicting or deviating conditions of the customer. Any deviating conditions which might have already been forwarded to us are herewith expressly rejected. In order to be valid, any modifications or amendments of our terms and conditions need to be in writing and have to be signed by an authorized signatory of Ahauser Gummiwalzen Lammers GmbH & Co.KG. Our offers are exclusively directed at commercial customers. We do not supply to consumers within the meaning of § 13 German Civil Code (BGB) are not supplied.

II. Conclusion of a contract

Our offers and cost estimates are subject to change and non-binding, unless they are explicitly designated as binding.

All illustrations, drawings, samples and other information provided with the offer, such as dimensions, weight etc., are as precise as possible. These samples/schedules are only binding if they have been expressly confirmed in writing. All documents, provided models, samples or examples in connection with our offers and/or the contract remain our property and are not made available to third parties, handed over for inspection, copied or imitated in any other way without our written consent. An order of the customer, which is to be qualified as an offer to conclude a contract, can be accepted by us within fourteen days after receipt by sending an order confirmation or by commencement of delivery within the same period.

Our acceptance is subject to the provision of our company being able to obtain the raw material required to execute the contract from our suppliers. This provision is not applicable if we are responsible for the non-delivery ourselves. In the event of non-availability of such delivery, we notify the customer immediately and reimburse any payments already received.

III. Delivery, transfer of risk and retention of title

Delivery deadlines are approximate and are not to be regarded as final deadlines unless expressly agreed otherwise in writing. Our deliveries are deemed agreed ex works. Upon the customer's request, we dispatch and assemble the goods at the customer's expense and risk. If the customer defaults on acceptance, this is deemed equivalent to hand-over. If the dispatch is delayed at the request of the customer or as a result of circumstances for which the customer is responsible, the risk of accidental loss passes to the customer on the day of the readiness for dispatch notified to the customer. In this case the payment of the goods is due immediately and the customer has to bear the storage costs caused by this.

We are entitled to make partial deliveries insofar as this is reasonable for the customer, whereby each consignment can be invoiced separately. The notice of readiness for dispatch or the notice that the goods have been shipped from our warehouse or our plant is deemed suffice for compliance with the delivery period. The delivery period is extended appropriately if the delivery is delayed due to events for which we are not responsible. We are entitled to submit any shipment to complete fulfilment of any prior claims towards the customer. Any goods delivered by us remain our property until any and all of our claims resulting from the current business relationship have been settled. The customer is obliged to inform us immediately in the event of seizures or other interventions by third parties so that we can exercise our rights to the item. Should any delivered goods be processed or transformed by third parties, this is done for us and on our behalf without any obligations arising for us as a result. We acquire co-ownership of the processed objects in proportion of the value of the goods delivered by us to the value of the transformation and processing contributions of third parties. The above applies accordingly if the material supplied by us is mixed with objects which are not owned by us. In the event of breach of contract on the part of the customer as well as default in payment or breach of any other obligation, we are entitled to withdraw from the contract and to demand the return of the delivered goods. We expressly reserve the right to assert further claims for damages. As long as the customer fulfills their contractual obligations towards us, they are entitled to resell the goods delivered by us in the ordinary course of business. Claims which they thereby acquire against third parties are assigned to us up to the amount of our invoice. The customer is entitled to collect these claims themselves; however, if the customer does not meet their payment obligations, we are entitled to disclose the assignment and collect the claims ourselves. The customer is obliged to provide us with the information necessary to assert our claims against their customers. If the value of the goods subject to retention of title or the securities provided to us exceeds the total amount of our claims by more than 10%, we are obliged to release or retransfer such claims upon the customer's request.

IV. Payment terms

In the absence of any special agreement, any and all prices offered by our company are those in force at the date of shipment, ex works, including loading of goods, but excluding packaging. Unless otherwise agreed, our invoices are due without deduction 30 days after the date of the invoice and payable strictly net cash. Additional costs such as packaging, transport and storage are charged and shown separately. We are not obliged to take back the packaging provided by us or to reimburse the customer for its disposal. The customer is obliged to take back the packaging provided by them. Roller crates returned to us are not reimbursed. The disposal costs for returned roll crates are charged separately and borne by the customer. The customer may withhold or offset payments only on the basis of counterclaims which have been legally established or are undisputed by us.

V. Right of withdrawal

If we become aware of facts or circumstances which cast doubt on the creditworthiness or solvency of the customer (e.g. non-payment of overdue and reminded invoices) and the customer is not prepared to provide sufficient security despite being requested to do so, we are entitled to withdraw from the contract fully or in part without being liable for damages.

VI. Claims for defects

The customer is obliged to inspect the goods immediately after delivery for possible defects or to have them inspected and to notify us immediately of any defects discovered in the process. The quality of our services is based on the contractual product description. Statements in advertising material or other public statements only become part of contracts if they have been expressly included in the contractual agreement in individual cases. Should the products deviate only slightly or insignificantly from the samples or examples provided beforehand or in any other way from the contractual agreements with regard to colour, composition, weight, external appearance, etc., the products concerned are deemed to comply with the contract. Deterioration of parts caused by wear and tear occurring at the intended use does not constitute a defect. The specifications for dimensions, surface structure and surface quality agreed on based on our tolerance and quality regulations apply to the externally recognizable properties of our products. The designation of the applicable standards is available on request. For the regrinding of rolls, we exclusively guarantee compliance with the agreed dimensions and surface tolerances. The customer is responsible for ensuring that any roll bodies delivered to us are in perfect condition. Should the customer not be sure about the condition of the rolls, the customer must demand a core check from us when placing the order. Any faulty production caused by roll core defects which could not be detected despite due checking are charged to the customer. If we are to finish cones and bore, these must show a 0.2 to 0.3 mm grinding allowance with respect to the diameter in question. In the event of any defects in the material supplied by us and other defects in our performance, we may, at our discretion, either correct the defect or supply faultless material at a later date. A period of at least 15 working days after assertion of such a claim is deemed appropriate for the correction of defects. If the supplementary performance fails, the customer can withdraw from the contract or reduce the payment. Defects in the delivered goods or our other services must be reported to the supplier in writing without delay. Obvious defects must be reported within a period of two days after receipt of the service. In the case of concealed defects, a complaint period of two weeks from their discovery applies. Timely dispatch of the notification is sufficient to meet the deadline. After the aforementioned periods have elapsed, any claims due to such defects expire if we have not acted fraudulently. No notice of defects within the meaning of the previous section result in a suspension of the customer's obligation to pay. If the correction of the defect fails and the customer therefore withdraws from the contract, they are not entitled to any further claims for damages related to the defect. If instead of withdrawing from the contract, the customer claims damages, such claim is limited to the difference between the agreed price and the value of the defective performance, if we have not acted maliciously and it is reasonable for the customer to retain our performance.

VII. Liability

If we, our legal representatives or agents have caused damage through a breach of our obligations and have not acted with gross negligence or intent in the process, the claim for damages is limited to the direct, foreseeable and typical for the contract. Our liability for negligence other than gross negligence is limited to any breaches of essential contractual obligations. The above limitation of liability does not apply to claims under the product liability act and also does not apply to claims for injuries to body and health which we can be accused of or in the event of loss of life on the part of the customer.

VIII. Data collection

The customer hereby grants us permission to store all company and/or personal data and knowledge about the customer on data carriers for the purpose of contract management and to process them in computer programs of our choice and to pass them on to third parties within the framework of the German Federal Data Protection Act. We will take due care to ensure that all persons entrusted with the processing of the data observe the legal provisions on data protection and do not pass on information originating from the area of the customer to any third parties or otherwise use it.

IX. Intellectual and industrial property rights and confidentiality

All intellectual and industrial property rights (including trademarks and patents) with respect to all designs, drawings, models, samples, etc. (herein-after referred to as the "Information") made available or developed by contract/contract initiation are exclusively with the supplier, unless expressly agreed otherwise in writing. The customer is not entitled to apply the information referred to in the previous section in any other way than in favour of the contractual use of the products to which they relate. The customer is obliged to treat any information made available to him at contract initiation/contract conclusion confidentially.

X. Applicable law and jurisdiction

Our business relations are governed exclusively by the law of the Federal Republic of Germany under exclusion of the UN Sales Convention and the conflict of laws provisions of private international law, in particular the Rome I Regulation. Ahaus is deemed agreed as the place of jurisdiction for all disputes arising from the business relationship with any customers who do not have a place of jurisdiction in Germany.

XI. Severability Clause

The invalidity of any provision of these general terms and conditions will not affect the validity of the remaining provisions. In the event that one or more provisions of these terms and conditions are invalid or that the parties have not considered one or more points when concluding the contract, these terms and conditions are supplemented by them in accordance with the presumed will of the parties.