

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



## General terms and conditions of sale

### GENERAL:

Contracts of sale and other supply contracts are concluded on our General Conditions of Sale and Delivery below. They are only valid for business. By accepting our offer the buyer/customer (hereinafter called Customer) declares recognition of our General Conditions of Sale and Delivery. We expressly oppose any departures from our General Conditions of Sale and Delivery, these only being valid if we have agreed to them in writing. Our General Conditions of Sale and Delivery also apply to future contracts of sale and other supply contracts, even when not expressly referred to.

### I. OFFERS

Documents pertaining to an offer such as illustrations, drawings and measurements are only approximate and not binding. We reserve rights of ownership and copyright of costs estimated, drawings and other documents. They may not be made available to third parties.

### II. SCOPE OF SUPPLY

1. Our written acknowledgement of order governs our supplies. Additional stipulations and amendments require our written confirmation to be effective.
2. We are entitled to make part deliveries as well as deliveries being 10 % minus or plus.

### III. PRICES AND PAYMENT

1. Our prices are ex works exclusive packing unless otherwise agreed. If the costs we require, wage costs and other costs increase we are entitled to reasonable increase the agreed price 4 months after the increase of our preliminary costs.
2. The Terms of Payment can be seen from our invoices.
3. If the customer falls into arrears with payments - in the event of agreed payments by instalment with a whole instalment or part there of - we can without prejudice of our rights under VI.3. withdraw from the contract after a reasonable period of grace has passed without result and demand compensation instead of performance.
4. We charge interests on arrears of 8 % above base interest rate. We reserve the right to claim higher damages for default
5. The customer is not entitled to offset our accounts receivable, unless his claim for counterbalancing is undisputed or adjudicated valid. The customer can claim a right of retention only on account of claims arising from the same contract.

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de

**IV. DELIVERY TIME**

1. Indications of delivery time are not binding. Agreed delivery times begin with the sending of our acknowledgement of order, though not before receipt by us of documents, permits, clearances to be obtained by the customer and of an agreed down payment. The delivery time has been observed if the delivery item has left the works by the time of its expiration or notice have been given of readiness for shipment.

2. In the event of force majeure or other events hampering delivery the delivery time is extended accordingly. The same applies in the case of delays in the delivery of raw material and building materials provided these delays can be demonstrated to have a considerable influence on completion of the delivery item and are not of our making.

3. The customer may 4 weeks after a not binding delivery time has been exceeded set in writing a reasonable period of grace. After expiration of the additional period of time without result he may withdraw from the contract with notice in writing to the extent that we are responsible for such delay. If the customer delays shipment, he has from start of the second month to pay us monthly storage costs amounting to 0,5 % of the invoice amount.

**V. PASSAGE AND ACCEPTANCE OF RISK.**

1. If the customer is a merchant as defined by the German Commercial Code risk passes to him with notice of readiness for shipment. Risk passes to other customers with handover of the item to the forwarder/carrier provided delivery term is "ex works". The customer is entitled to decline acceptance of the item only if it obviously differs from the order. Short or higher deliveries are excluded.

**VI. RESERVATION OF OWNERSHIP:**

1. We reserve ownership to merchandise supplied by us until receipt of all payments due from the contract in question. If the customer is a merchant as defined in the German Commercial Code we reserve ownership of all merchandise supplied by us until receipt of all payments arising from the business association with the customer. Processing of merchandise supplied and still owned by us is always by our order, without obligations arising there from to us. If the merchandise owned by us is mixed, blended or joined with other items, the customer immediately assigns his right of ownership or co-ownership of the new item to us and has to carefully look after the item for us. The customer may sell the merchandise owned by us in the ordinary course of business if he is not in arrears with payment. On signing the contract he shall by way of security assign to us in full the amounts due from his customer with all accessory rights from the sale or for some legal reasons. The customer remains entitled to collect the amount receivable as long as he is not in defaults towards us.

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



2. If the value of the securities due to us exceeds the account receivable by more than 10 % we are obliged to release the securities due to us at the request of the customer; it is our job to choose the securities to be released.

3. During the duration of the reservation of ownership the customer is entitled to possess and use the delivery item, provided he meets his obligations arising from the reservation of ownership and is not in default with payment. If the customer defaults or does not meet his obligations in connection with the reservation of ownership we can rescind the contract after a reasonable period of time and claim the delivery item back from the customer.

4. Merchandise subject to reservation of ownership may be pledged, assigned as security, leased or passed to third parties only with our written consent.

5. In the event of third parties having access to merchandise subject to reservation of ownership, in particular in the case of seizure, the customer has to notify us immediately in writing and to advise the third party of our reservation of ownership. The costs for the actual and legal pursuance of our ownership by way of security are paid by the customer, insofar as they cannot be obtained from the third party.

6. We are entitled for the duration of the reservation of ownership to insure the reserved goods against fire, water and other damages, if the customer cannot himself provide proof of adequate insurance.

7. The customer is obliged to keep the reserved goods in proper condition during the period of reservation of ownership and to have any necessary maintenance work and repairs done immediately.

**VII. WARRENTY:**

We are liable for defects of the delivery item to the exclusion of further claims notwithstanding number IX:

1. Defects are to be notified in writing immediately. In the event of justified, immediate notice of defects we are entitled at our choice to remedy the defect or supply a replacement. Replaced parts will become our property.

2. The customer is not entitled to remedy defects himself or have them remedied by third parties, unless we are in default with remedying the defect or he is forced to remedy the defect due to urgent operational needs or imminent danger.

3. In the event of supplying a replacement our liability is limited to the costs of the replacement item and the shipping costs. These are only paid where they occur in the

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



Federal Republic of Germany. Reworking costs incurred abroad are paid by us only to the extent they would also have occurred in the case of a reworking location in Germany.

4. If the repairs or replacements fail to produce the desired results for reasons for which we are responsible or if we fail to meet a deadline for performance for reasons for which we are responsible, the customer may at his discretion reduce the contractual price or rescind the contract pursuant to the relevant statutory provisions.

5. No claims for alleged faults shall be accepted in the event of unsuitable or improper use of the goods delivered, incorrect assembly or operation by the customer or third parties, normal wear and tear, damage as a result of erroneous or negligent treatment, improper maintenance, the use of incorrect operating materials, improper storage or any circumstances for which the customer or third parties are responsible.

**VIII: EXPIRY OF CLAIMS**

All claims on the part of the customer will expire one year after the date on which risk is transferred. The statutory periods shall apply for wilful or fraudulent conduct as well as for claims under product liability legislation. The statutory periods shall also apply in the event of culpable injury or death.

**IX. LIABILITY:**

1. In the absence of any provisions to the contrary herein, all liability shall be excluded regardless of its reason. We shall not be liable for damage not exhibited by the delivered goods themselves. In particular, we shall not be liable for lost profit or other financial loss sustained by the customer.

2. The exclusion of liability shall not apply to gross negligence or wilful misconduct, any faults fraudulently concealed or whose absence was guaranteed or injury or death.

3. If we negligently breach any material contractual obligation, our liability shall be limited to foreseeable loss.

**X: PLACE OF FULLFILMENT AND LEGAL VENUE**

Place of performance is D-52382 Niederzier. Düren is exclusive venue for all disputes arising from business relationship if the customer is a merchant. However, we may commence proceedings before the courts of law holding jurisdiction for the buyer's/customer's domicile. The law of the German Federal Republic applies exclusively to our relations with the customer. Should one or more of the above clauses be inoperative, this shall not affect the operative effect of the other provisions.

**General terms and conditions of purchasing**

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de

**GENERAL:**

In our capacity as customer, we shall buy and enter contracts for work and service to the following terms and conditions of purchasing. Any terms and conditions on the part of supplier deviating from or contradicting these terms and conditions shall apply only if we expressly accept them in writing. If our order is confirmed by the supplier subject to terms and conditions deviating from our own, our terms and conditions of purchasing shall nevertheless apply notwithstanding the fact that we fail to reject the contrary terms and conditions imposed by the supplier. If the supplier does not accept this provision, he shall expressly notify us of this in a separate letter. In this case we reserve the right to retract our order without incurring any liability whatsoever as a result. Our general terms and conditions of purchasing shall also apply to future contracts for work and service which we enter in our capacity as customer notwithstanding the fact that we do not expressly refer to them. We reserve the right to apply separate terms and conditions for the purchase of plant and machinery.

**I. OFFERS:**

All offers shall be lodged in writing and free of charge. Preparatory costs (e.g. travel, drafting of plans) shall be borne by the supplier/contractor. Offers shall include the details required by us for processing purposes, e.g. particularly our inquiry or order number, our material number as well as the name of the employee handling the matter. All documents provided by us (e.g. plans, sketches, calculations, samples, models and data media) shall remain our property and may not be made accessible to any third parties except with our prior written approval. They shall be used solely for our purposes and automatically returned to us as soon as they are no longer required.

**II. ORDERS:**

Orders and all agreements entered into with us shall be binding in writing only.

**III. CONFIRMATION OF ORDER:**

Each order shall be immediately confirmed by the supplier/contractor, stating the name of the responsible employee, the material number and the order number. If we do not immediately receive a confirmation of order we shall be entitled to rescind the contract, in which case no remedies for any legal reasons whatsoever shall be available against us.

**IV. PRICES:**

The prices stated in our order shall be binding and include packaging, material certificates in line with prevailing standards, certificates of origin and any other permits such as CE, CSE, UL certificates as well as carriage paid to the delivery address, duties paid.

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



Unless stated separately the prices shall include statutory VAT  
We reserve the right to return packaging material at the supplier's/contractor's expense.

Invoices shall include the delivery address, the name of the responsible employee, the order number, our material number, the quantity delivered, the price as well as any other details which we require for processing purposes as per § 14 of UStG (turnover tax).  
Failing this, invoices shall not be due.

**V. DELIVERY:**

The delivery period and volume stated in our order shall be binding. The supplier/contractor undertakes to inform us in writing without delays as soon as he realises that he is unable to comply with the delivery period for all or part of the order. If no new delivery period is agreed upon as a result, we shall be entitled to rescind the contract, in which case no remedies shall be available to the supplier/contractor against us.

This shall also apply if the delay is due to government rules, strikes and/or force majeure. In the event of any delay in delivery we shall be entitled to claim damages at a flat-rate of 2 % of the value of the delivery per week, provided that this does not exceed 10 %.

The supplier/contractor shall be entitled to prove that the actual loss sustained by us is substantially lower or that we have not sustained any loss at all.

We reserve the right to utilise other legal remedies available to us such as rescission or the recovery of damages on account of non-performance.

**VI. DISPATCH:**

The supplier/contractor undertakes to state the destination, order date, order number, the material number and responsible employee in a readily visible manner in the shipping papers, delivery notes, consignment notes, packages. labels etc. Risk of loss damage shall not pass to us until the goods reach their destination.

**VII. WARRANTY**

The supplier shall warrant that the goods and services are free of all defaults and comply with statutory and government requirements. The warranty shall apply for a period of 2 years starting on the date on which risk passes to us unless the warranty period provided for by statute or offered by the supplier/contractor is longer. Subject to apparent faults, we shall be deemed to have complied with our statutory duty to examine mass or warehouse goods immediately and report any faults. The supplier/contractor undertakes to examine the quality of the goods carefully prior to dispatch. In this respect our claims shall be deemed to have been lodged in good time if they are received within two weeks after the discovery of a fault.

Instead of lodging a warranty claim pursuant to statutory requirements we may also demand that the supplier repairs the faulty goods or, at our discretion, provide us with

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



replacements. Where applicable, the supplier shall bear all expenses related to remedying the faults or providing replacement. This shall have no effect on our statutory rights and claims in the event of any default. In particularly urgent cases we shall be entitled to remedy the faults by ourselves or have them remedied. This shall also apply if the supplier is in default with respect to the warranty.

The costs of any warranty work arranged by us shall be borne by the supplier.

**VIII. PRODUCT LIABILITY**

If any claims are lodged against us on account of product liability for which the supplier/conductor is responsible, he shall hold us harmless on first request against such claims including any costs of factory call-backs provided that they are due to circumstances for which he is responsible and for which he would be liable in direct dealings.

In view of this the supplier/contractor undertakes to effect product liability insurance with an adequate sum insured. This shall have no effect on any further entitlement on our part to recover compensation.

**IX. RETAINED OWNERSHIP RIGHTS/ CONFIDENTIALITY**

All documents (e.g. sketches, plans, samples, models, computer data and programs) with which we provide the supplier shall remain our property and shall be strictly confidential. They shall be returned to us on first request. The documents may only be used for business dealings with us. The supplier may not use our name or trade marks. Information which the supplier receives from us for the purposes of executing our orders - particularly concerning research and development work as well as our business activities - shall be kept confidential while the order is being executed as well as thereafter.

Any parts provided by us shall remain our property and shall be processed on our behalf. If such parts are combined with third-party objects we shall acquire co-ownership rights in the resultant products be the value of our property in the third-party object.

**X. TOOLS, MOULDS AND DEVICES**

Any tools, moulds and devices paid by us in part or full shall become our property/co-property and shall be deemed to be on loan only to the supplier.

**XI. PAYMENT**

Invoices shall be sent to us immediately after delivery and include all the details set out in Section VI above. They must not be enclosed with the delivery.

We shall be entitled at our discretion to pay as follows:

- cash discount of 3 % for payment within 14 days of receipt of the goods and invoice

**ROLF KÖRNER GMBH**

Neue Str. 14-16 D 52382 Niederzier  
Tel. 0049(0)2428/9419 0  
Fax. 0049(0)2428/5980  
e-Mail : info@rolfkoerner.de



· net within 60 days of receipt of the goods and invoice.

Payment shall not be deemed to constitute approval or contractual acceptance of the goods.

Notwithstanding the fact that we do not reject premature deliveries we shall be entitled to postpone payment of invoices until the expiry of the agreed delivery period. In this case the cash discount periods and the warranty periods shall commence as of the agreed delivery period. We reserve the right to retain at least 10 % of the entire invoice amount pending fully delivery.

**XII. ASSIGNMENT**

The claim held by the supplier against us may not be assigned to a third party except our prior written consent.

**XIII: PLACE OF FULFILMENT AND LEGAL VENUE**

The place of fulfilment shall be D-52382 Niederzier.

All disputes arising from the business relations with the supplier/contractor shall be referred to the relevant courts of law of the city of Düren. However we may commence proceedings before the courts law holding jurisdiction for the supplier's/contractor's domicile. The legal relations between the supplier/contractor and us shall be subject solely to the law of the Federal Republic of Germany. If any of the provisions contained herein is void, this shall not affect the validity of the remaining provisions.

Rolf Körner GmbH

valid 11/2011