

Terms and conditions of sale and delivery of the company German Ceramic Stoves e.K. Armin Pöllmann

1. general

By placing an order the buyer accepts the terms and conditions of sale and delivery. Our terms and conditions of sale and delivery shall apply to all future business relations, even if conflicting terms and conditions of purchase have not been objected to in individual cases. Deviating terms and conditions of purchase of our purchasers shall only be valid if they have been accepted by us in writing; they shall then only apply to the agreed business transaction.

2. Offers

Our offers are non-binding and subject to change without notice with regard to price, quantity, delivery period and delivery possibility. Documents handed over by us, such as cost estimates, drawings and the like remain our property. They are of a strictly confidential nature and may not be copied or made accessible to third parties or companies without our prior written consent.

All documents must be returned without request if no order is placed. 3.

3. orders

Orders placed with us require written confirmation in order to be bindingly accepted. This also applies to changes and additions to orders.

4. price and payment conditions

All prices are net without value added tax ex manufacturing plant or warehouse. Invoicing shall be at the prices valid on the day of delivery. In the case of sales to non-merchants, the price reservation shall only apply if there is a period of more than 4 months between conclusion of the contract and delivery. If partial deliveries are made, the buyer shall pay for each partial delivery in accordance with these terms of payment. The invoice amount shall be collected on the 4th day after delivery by direct debit with a 4% discount. The delivery of ordered goods can be made dependent on immediate payment at our discretion. Cheques will only be accepted by agreement. If the buyer causes a delay in delivery, payments shall be due from the date of readiness for dispatch. In this case, the goods shall be stored at the sole risk and expense of the buyer. The same applies if the buyer has agreed to collect the goods himself. In this case, our claim shall become due as soon as we have notified the buyer that the goods are ready for collection.

If, after conclusion of the contract and before payment, bankruptcy or composition proceedings are instituted against the buyer's assets, if third party creditors enforce payment against the buyer's assets, if the buyer ceases to make payments or if cheques accepted by the buyer are not honoured, we may, at our discretion, demand immediate payment or securities or withdraw from the contract. In the event of withdrawal, any costs incurred shall be borne by the buyer. If the buyer is in arrears with payment, we reserve the right to postpone the fulfilment of our obligations from the entire business relationship until the outstanding payments have been made or to cancel the order, charging all costs incurred by us. The buyer is not entitled to assert a right of retention or to declare a set-off against our due payment claims. If the buyer is in default with the settlement of his liability, interest will be charged at 4% above the respective base interest rate according to § 247 BGB (German Civil Code). In addition, the user can demand payment for all deliveries in transit or still outstanding from the contractual relationship immediately and without deduction of discount.

5. deliveries

The promises of delivery dates are approximate and non-binding and are made subject to the timely submission of the information and documents of the buyer necessary for the execution of the order, as well as subject to the precondition of a good fire failure. Partial deliveries are permissible. The Seller shall not be responsible for delays in delivery and performance due to force majeure or due to events which make delivery considerably more difficult or impossible for the Seller, including material quality difficulties which occur subsequently, operational disruptions, strikes, lock-outs, shortage of personnel, shortage of means of transport, official orders, etc., even if they occur at the Seller's delivery types or their sub-suppliers, even in the case of bindingly agreed periods and dates. They entitle the seller to postpone the delivery for the duration of the hindrance plus a reasonable restart period or to withdraw from the contract in whole or in part due to the part not yet fulfilled. The buyer can only demand a declaration from us as to whether we wish to withdraw or deliver within a reasonable period. Claims for damages by the buyer are excluded. Likewise, in the event of incorrect or late delivery by our subcontractors, we may withdraw from the contract in whole or in part without the buyer being able to derive any claims for damages against us from this. If the delivery is delayed beyond the promised delivery date due to our fault, the buyer shall grant us a new reasonable delivery period.

6. dispatch and takeover

Delivery shall be made by dispatch or takeover. Dispatch shall take place on behalf of and at the risk and for the account of the buyer. We are authorised to conclude the legal transactions required for dispatch with the forwarder or carrier on behalf of the buyer.

carrier on behalf of the buyer. Any returns shall be made by the buyer at his own risk and expense. If the goods are accepted by the buyer, the risk shall pass to the buyer upon acceptance. Except for the charge for cardboard boxes and crates as well as rental charges for transport containers (cellico, rail containers, etc.), no packaging costs shall be charged. Cardboard boxes and crates are charged at cost price. Transport insurance will be taken out at the request of the buyer. The costs of this insurance shall be borne by the buyer.

7 Retention of title

The delivered goods remain our property until full payment of all claims from the respective underlying purchase contract. The following terms and conditions apply exclusively to contractual relationships with registered traders. The right of retention of title extends to all our claims against the buyer to which we are entitled from the business relationship, provided that the claims had already arisen at the time of the respective conclusion of the contract. The right therefore also extends to a current account balance. If the buyer resells the goods in the ordinary course of business, he hereby assigns to us the claims arising from the resale. The buyer shall always process the goods subject to retention of title on our behalf. In the event of processing by the buyer with other goods not belonging to us, we shall acquire rental ownership of the new item in the ratio of the value of the goods subject to retention of title to the other processed goods at the time of processing. The buyer is not entitled to pledge or assign the reserved goods as security without our consent. He must inform us immediately of possible interventions by third parties (seizures, etc.). In the event of the buyer's default of payment, we shall be entitled to revoke the right of collection granted to him with regard to the claims assigned to us. In this case, the buyer shall provide us with the information we require to assert the claims assigned to us. In the event of default in payment, we shall furthermore be entitled to take back the goods subject to retention of title without this constituting an assertion of withdrawal. If the value of the claims assigned to us exceeds our claims by a total of more than 20%, we shall be obliged to release such claims at the request of the buyer.

8 Warranty

The buyer shall give notice of defects with regard to the delivered goods in writing immediately after completion of the inspection. The inspection for defects must be carried out immediately after receipt of the goods. Obvious defects which are not reported within 14 days after receipt of the goods and before further processing of the material shall be deemed to have been approved. Damage caused by transport or improper handling by the recipient is excluded from the warranty. Hairline cracks in the glaze are due to the nature of the ceramic material and the firing method and are therefore not grounds for complaint. Furthermore, the guarantee for absolutely uniform colouring or for an exact match with any hand samples submitted is excluded. No warranty is given for custom-made products. They shall be accepted and paid for depending on the type of manufacture. In particular, the buyer shall be obliged to return to the manufacturer's works, at our discretion, any products which are the subject of a complaint due to defectiveness. In justified cases of warranty, we will reimburse the buyer for reasonable shipping costs. We shall only be liable for the absence of warranted characteristics if the relevant warranty was given in writing. Verbal assurances are only valid if they have been confirmed in writing. If we fail to confirm verbally given assurances in writing, the buyer must work towards written confirmation immediately after receipt of these conditions. Any further claims of the buyer, in particular claims for damages of any kind arising from direct or indirect damage, are excluded. The same applies to claims for cancellation or reduction of the purchase price, insofar as these claims do not arise expressly from the above conditions.

9 Place of performance

Schnaitsee is agreed as the place of jurisdiction for all disputes arising from the delivery relationship in connection with this contract, insofar as this is concluded with registered traders and this is part of the operation of their commercial business. The relations between the two contracting parties shall be governed exclusively by the law of the Federal Republic of Germany. The application of the international law on sales is excluded.

10 Partial invalidity

The possible invalidity of individual provisions of these terms and conditions of sale and delivery or of the delivery transaction shall not affect the binding force of the remaining provisions and the contract as a whole. Any invalid provisions shall be replaced by new provisions which come as close as possible to the economic purpose pursued by the invalid provisions.

11. arbitration

Information obligation according to § 36 I No. 1 VSBG (consumer arbitration) does not require a willingness to participate.

German Ceramic Stoves e. K. A. Pöllmann