

## **General terms of delivery and payment – EMIL LANGE Zahnbohrerfabrik e.K.**

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### **1. General - Scope**

(1) Our conditions of sale apply exclusively; we do not recognize any conflicting or deviating terms and conditions of the customer, unless we have expressly agreed to their validity in writing. Our conditions of sale shall apply even if we unconditionally carry out the delivery to the customer in the knowledge of conflicting or deviating conditions of the customer.

(2) All agreements made between us and the customer for the purpose of executing this contract are laid down in writing in this contract.

(3) Our conditions of sale apply only to contractors in the sense of § 310 Abs. 1 German Civil Code.

(4) Our terms of sale also apply to all future business with the customer.

### **2. Offers - Offer documents**

(1) Our offer is subject to change, unless otherwise stated in the order confirmation. This also applies to all information in price lists, brochures, etc.

(2) We reserve the rights of ownership and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents, which are designated as "confidential". Before being passed on to third parties, the customer requires our express written consent.

### **3. Prices - Terms of payment**

(1) Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging; this will be charged separately.

(2) VAT is not included in our prices; it will be shown separately in the bill at the statutory rate on the day of invoicing.

(3) The deduction of cash discount requires special written agreement.

(4) Unless otherwise stated in the order confirmation, the purchase price is due net (without deduction) within 30 days of the invoice date. The legal rules regarding the consequences of late payment apply.

(5) The customer shall only be entitled to offsetting rights if his counterclaims are legally established, undisputed or acknowledged by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

### **4. Delivery**

(1) The beginning of the delivery time specified by us presupposes the clarification of all technical questions. Partial deliveries are permitted.

(2) Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligation. The exception of the unfulfilled contract remains reserved.

(3) If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for any damage incurred, including any additional expenses. Further claims are reserved.

(4) If the conditions of paragraph (3) exist, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the latter is in default of acceptance or payment.

(5) We are liable according to the legal provisions, as far as the underlying purchase contract is a fixed transaction within the meaning of § 286 Abs. 2 Nr. 4 German Civil Code or § 376 German Commercial Code. We are also liable according to the legal

provisions, as a consequence. In the event of a delay in delivery for which we are responsible, the customer is entitled to assert that his interest in the further performance of the contract has ceased to exist.

(6) Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; A fault of our representatives or vicarious agents is attributable to us. If the delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.

(7) We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is due to the culpable violation of a material breach Contractual obligation is based; In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

(8) In addition, we are liable in the event of default in delivery for each completed week delay in the context of a flat-rate compensation for default in the amount of 3% of the delivery value, but not more than 15% of the delivery value.

(9) Further legal claims and rights of the customer remain reserved.

## **5. Transfer of risk - packaging costs**

(1) Unless otherwise stated in the order confirmation, delivery is agreed "ex works".

(2) A transport insurance is concluded for all deliveries. The costs incurred in this respect shall be borne by the customer.

## **6. Liability for defects, warranty**

(1) Claims of the customer for defects presuppose that he has duly fulfilled his duties of inspection and complaint pursuant to § 377 German Commercial Code.

(2) Insofar as there is a defect in the purchased item, the customer is entitled to remedy the defect in the form of a remedy of defects or to deliver a new defect-free item. In the case of defect removal we undertake to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the goods were transported to a place other than the place of performance.

(3) If the supplementary performance fails, the customer is entitled, at his discretion, to demand rescission or reduction.

(4) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless we are charged with intentional breach of contract, the liability for damages is limited to foreseeable, typically occurring damage.

(5) We are liable according to the legal provisions if we culpably violate a material contractual obligation; In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

(6) Warranty claims do not exist in the case of natural wear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive use, unsuitable operating resources or due to special external influences, which are not required under the contract.

(7) Insofar as the customer is entitled to compensation for the damage instead of the service, our liability is also limited within the scope of para. (3) to compensation for foreseeable, typically occurring damage.

(8) Liability for culpable injury to life, limb or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.

(9) Unless otherwise stipulated above, liability is excluded.

(10) The limitation period for claims for defects is 12 months, calculated from the transfer of risk. (11) The period of limitation in the case of a delivery recourse according to §§ 478, 479 German Civil Code remains unaffected; it is five years, calculated from the delivery of the defective item.

## **7. Returning goods**

(1) In principle, we will only take back originally packaged and unused goods within 2 weeks after receipt of the goods and after our prior consent. When returning goods in their original packaging we charge a processing fee of 10%, but at least 10.00 EURO.

(2) Should a return of goods not originally packaged be exceptionally approved, the processing fees will be charged at cost, but at least 20% of the net value of the goods.

(3) Custom-made products and sterile goods are excluded from the return and exchange.

(4) Goods without a LOT number are generally not taken back.

## **8. Overall liability**

(1) Further liability for damages as provided for in § 6 shall be excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages due to fault upon conclusion of contract, due to other breaches of duty or due to tort claims for compensation of property damage in accordance with § 823 German Civil Code.

- (2) The limitation according to para. (1) shall also apply insofar as the customer, instead of claiming compensation for the damage, demands compensation for useless expenditures instead of performance.
- (3) Insofar as the liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.

#### **9. Retention of Title**

- (1) We reserve the ownership of the purchased item until receipt of all payments from the business relationship with the customer.
- (2) The customer is obliged to treat the purchased goods with care; in particular, he is obliged to insure these at his own expense against damage caused by fire, water and theft to a new value.
- (3) In the case of seizure or other interventions by third parties, the customer must notify us immediately in writing, so that we can file an action in accordance with § 771 civil process order. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a claim in accordance with § 771 civil process order, the customer is liable for the loss incurred by us.
- (4) The customer is entitled to resell the purchased item in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim arising from the resale against its customers or third parties, irrespective of whether the purchased goods were resold without or after processing, To collect this claim, the customer remains authorized even after the assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, does not default on payment and, in particular, no petition for the opening of settlement or insolvency proceedings or cessation of payments exists. But if this is the case, we can demand that the customer notify us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.
- (5) The processing or transformation of the purchased item by the customer is always carried out for us. If the purchased item is processed with other items not belonging to us, we acquire the co-ownership of the new item in proportion of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. Incidentally, the same applies to the item resulting from processing as to the purchased item delivered under reservation.
- (6) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is our responsibility.

#### **10. Place of jurisdiction - place of performance**

- (1) If the customer is a merchant, our place of business is the place of jurisdiction; however, we are entitled to sue the customer at his place of residence.
- (2) The law of the Federal Republic of Germany; the validity of the UN sales law is excluded.
- (3) Unless otherwise stated in the order confirmation, our place of business is the place of performance.

As of December 2019