General Terms and Conditions of Sales and Delivery

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Our general terms and conditions of sale and delivery shall apply to all deliveries of goods.
The interim sale is reserved for the purchasing offer.

I. Scope of application

1. These General Terms and Conditions of Sale (GTC) apply to all our business relationships with our customers (“Buyer”). The General Conditions of Sale apply only if the buyer is an entrepreneur (section 14 of the German Civil Code), a legal entity under public law or a special fund under public law within the meaning of paragraph 310 paragraph 1 of the German Civil Code.

2. Our General Terms and Conditions of Sale apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer will only become part of the contract to the extent that we have expressly agreed to their validity. This requirement of consent also applies if the buyer refers to his terms and conditions in the context of the order and we have not expressly objected to the terms and conditions.

3. These General Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable goods (“Goods”). It goes into account whether we manufacture the goods ourselves or purchase them from suppliers (sections 433, 650 BGB). The General Conditions of Sale shall, unless otherwise agreed, in the version valid at the time of the buyer's order or in the version last communicated in writing to him as a framework agreement, even for similar future contracts, without us as a seller having to refer to them again as individual cases (precaution, the General Conditions of Sale should be attached to the order confirmation).

4. Individual agreements made with the buyer in individual cases (including ancillary agreements, additions and amendments) and information in our order confirmation shall take precedence over these General Terms and Conditions of Sale. Subject to the counter-evidence, a written contract or our written confirmation is decisive for the content of such agreements.

5. Right-corresponding declarations and reporting by the buyer with regard to the contract (e.g. B. Notifications of defects, deadlines, withdrawal or reduction) are in writing, i.e. B. Letter, e-mail, fax). Further legal form regulations and further evidence (if necessary, in case of doubts about the legitimation of the declarer) remain unaffected.

6. If there are indications of the validity of legal regulations, it should be noted that these only have a clear meaning. The statutory provisions – even if no corresponding clarification has been made – apply within the limits in which they are not amended or excluded by the General Conditions of Sale.

II. Offer and conclusion of contract

1. Our offers are subject to change and non-binding. This also applies if we provide the buyer with catalogues, technical documentation (e.g. B. drawings, plans, calculations, calculations, references to DIN standards) and other product descriptions or documents (including in electronic form). We reserve ownership and copyrights to all documents provided to the buyer in connection with the placement of the order. These documents may not be made accessible to third parties, unless we give the customer our express written consent to this.

2. The ordering of the goods by the buyer is a non-binding contract offer according to paragraph 145 BGB. In the event that there is nothing otherwise in the country, we are entitled to accept this contract offer within two weeks of receipt by us.

3. The acceptance of the contractual offer by the buyer can either be done in writing (e.g. by order confirmation) or by delivery of the goods to the buyer. In the event that we as the seller do not accept the buyer's offer within the period of Section II.2, documents transmitted to the buyer must be returned to us immediately.

III. Prices and payment agreements

1. If nothing otherwise agreed in individual cases in writing, our current prices apply from stock at the time of conclusion of the contract, plus the statutory value added tax. The costs of the packaging will be invoiced separately. Unless a fixed price agreement has been made, reasonable price changes due to changes in wage, material and selling costs for deliveries made 3 months or later after the conclusion of the contract are reserved.

2. In the course of a shipment purchase, the buyer shall bear the transport costs from stock and the costs of any transport insurance requested by the buyer. The buyer shall bear any customs duties, fees, taxes and other public charges.

3. The payment of the purchase price must be made exclusively to the account mentioned by the approximately named. The deduction of discount is only permitted in the case of a written special agreement.

4. Unless otherwise agreed, the purchase price is due and payable within 30 days from the date of invoicing and delivery or. Acceptance of the goods. However, even within the scope of an ongoing business relationship, we are entitled at any time to carry out a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.

5. The buyer is in default if the above payment period expires. During the default, the purchase price at the applicable statutory default interest rate in accordance with Clause 288 (2) of the German Civil Code (BGB) in the amount of nine percentage points above the respective base interest rate (see Annex 1). We reserve the right to assert further damage caused by delay. Our claim to the commercial due date interest according to paragraph 353 HGB remains unaffected to merchants.

6. If it is foreseeable after conclusion of the contract that our claim to payment of the purchase price is at risk from the buyer due to lack of performance (e.g. by applying for the opening of insolvency proceedings), we are entitled to refuse performance and, if necessary, after setting a deadline, to withdraw from the contract (Section 321 of the German Civil Code). We may immediately declare a withdrawal for contracts in which the production of unjustifiable items (custom-made products) is due. The statutory provisions on the dispensability of a deadline shall remain unaffected.

IV. Rights of retention

The buyer shall only be entitled to set-off or retention rights in the event that his claim is legally established or undisputed, and his counterclaim is based on the same contractual relationship. In the event that defects occur within the scope of delivery, the buyer's counter-rights, in particular in accordance with IX paragraph 6 sentence 2 of these General Terms and Conditions of Sale, remain unaffected.

V. Delivery time and delay

1. The delivery period is agreed individually or indicated by us upon acceptance of the order.

2. In the event that we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we must inform the buyer about this circumstance immediately and notify the expected or new delivery deadline in parallel. If a delayed delivery due to unavailability of the service cannot be made within the newly announced delivery period, we are entitled to withdraw from the contract in whole or in part; we must refund an already paid consideration (in the form of the purchase price payment) immediately. The non-availability of the service is given, for example, if there

is no timely self-delivery by our supplier, if we have completed a congruent covering transaction if there are other disruptions to the supply chain (for example due to force majeure) or if we are not obliged to procure in individual cases.

3. Whether a delay in delivery is given by us as the seller is determined by the statutory provisions. However, a requirement for a delay in delivery by us as the seller is a reminder on the part of the buyer. In the event that a delay in delivery is given, the buyer can claim the lump-sum compensation for his damage caused by default. The lump sum for damage is 0.5% of the net price (delivery value) for each completed calendar week of default, but no more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has suffered no damage or merely less damage than the above lump sum.

4. The rights of the buyer according to the X. of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance, remain unaffected.

VI. Delivery, transfer of risk, acceptance, default of acceptance

1. The delivery takes place from stock. The warehouse is also the place of performance for delivery and the place for any subsequent performance. In the event that the buyer wishes to have shipped the goods to another destination (sales of shipment), he shall bear the costs for the shipment. In the event that nothing has been contractually agreed, we can ourselves determine the type of shipment (packaging, shipping route, transport company).

2. With the handover of the goods to the buyer, the risk of accidental loss and accidental deterioration shall pass to the buyer. In the course of a shipment purchase, the risk of accidental loss of the goods, the accidental deterioration of the goods and the risk of delay shall already be transferred to the freight forwarder or the carrier upon delivery of the goods. In the event of a contractual agreement to accept the goods, this shall be decisive for the transfer of risk. Further statutory provisions of the work contract law remain unaffected. The handover or acceptance of the goods is equivalent if the buyer is in default of acceptance.

3. In the event that the buyer is in default of acceptance or our delivery is delayed for other reasons for which the buyer is responsible, we are entitled to compensation for the damage incurred against the plaintiff, including the additional expenses (e.g. B. Storage costs). If this is the case, we will provide the buyer with a flat compensation i . H. v. EUR 3,50 per calendar day (beginning with the delivery period or if no delivery period is specified, with the notification of the readiness for dispatch of the goods). Legal claims on our part (replacement of additional expenses, appropriate compensation, termination) and proof of higher damage remain unaffected.

4. The proof of higher damage and our statutory claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. However, the buyer reserves the right to prove that we have suffered no damage at all or only a significantly lower lump sum than the above lump sum.

VII. Reservation of title

1. We reserve title to the delivered goods until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

2. Until full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor transferred for security. The buyer has made us immediately in the event that an application for the opening of insolvency proceedings or insofar as access by third

parties (e.g. B. Acts) to the goods belonging to us, to be notified in writing. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Clause 771 of the Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.

3. In the event of an inbedient incumber of the buyer's contract, in particular in the event of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the goods out on the basis of the reservation of title. At the same time, the request for surrender does not include a declaration of withdrawal; rather, we are entitled to demand only the goods out and to reserve the withdrawal for us. In the event that the buyer does not pay the purchase price due, we must have unsuccessfully set the buyer a reasonable deadline for payment before asserting these rights. This only applies if such a deadline is not dispensable in accordance with the statutory provisions.

4. The buyer is subject to rescinment pursuant to VII. 4. Lit. c authorizes to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

a. The products of our goods resulting from combination, mixing or processing are subject to the retention of title at their full value, whereby we are considered the manufacturer. In the event that the goods of third parties remain the case with the goods of third parties, we acquire co-ownership in the ratio of the invoice values of the combined, mixed or processed goods. In all other respects, the same applies to the resulting product as to the goods delivered under reservation of title. The buyer also assigns to us for security purposes such claims which accrue to him against a third party through the combination of the reserved goods with a plot of land. In this case we accept the assignment.

b. The buyer shall already assign to us at this time in total or in the amount of our possible co-ownership share pursuant to VII. 4. For security purposes, the claims against third parties arising from the resale of the goods or the product in the amount of the final invoice amount agreed with us (including VAT) are removed. We accept the cession. The according to VII. 2. The buyer's obligations specified also apply in view of the assigned claims.

c. The buyer shall remain authorized to collect the claim next to us. As long as the buyer meets his payment obligations towards us, there is no defect in the performance of the buyer and we do not have the reservation of title by exercising a right pursuant to VII. 3. We undertake not to collect the claim. Insofar as we exercise a right pursuant to VII. 3. if we shall demand from the buyer the publication of the assigned claims and their debtors, as well as that the buyer provides all information required for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment. In addition, we are entitled to revoke the purchaser's right to resell and his authority to process the goods subject to retention of title

d. In the event that the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the request of the buyer.

5. The purchaser is obliged to treat the purchased item with care as long as the ownership has not yet been transferred to him. In particular, he is obliged to insure these at reused at his own expense against theft, fire and water damage (Note: only permissible when selling high-quality goods). If maintenance and inspection works have to be carried out, the customer must carry out these at his own expense in good time.

VIII. Other conditions

1. Manufacturing
Our drawing or our data sheet is decisive for production. Data sheets and drawings which we provide to you remain the property of us (TechFast GmbH) and / or our production partners and may not be made accessible or reproduced to third parties without our written permission.

2. Quality documents and certificates
Should QS documents (e.g. PPAP, EMPB, material certificate, etc.), we must be informed about the necessary documents prior to order placement so that the feasibility and costs can be checked in good time.

3. Return and Disposal of Transport Packaging:

This provision applies to business customers according to § 14 BGB and covers, in particular, cardboard packaging, shipping cartons, bags, stretch film, shrink film and strapping bands.

The customer shall dispose of the transport packaging at the customer's own expense and ensure that it is properly recovered or recycled. Alternatively, the customer may return used and emptied packaging to our business premises. Delivery to our premises shall be at the customer's expense. Upon delivery, we shall accept the packaging free of charge to the extent required by applicable law.

Separate deposit, exchange or return arrangements shall apply to pallets, reusable containers and other reusable packaging, where such arrangements have been agreed.

Any statutory obligations that cannot be validly waived or modified by agreement shall remain unaffected.

IX. Defect claims of the buyer

1. The legal provisions apply to the rights of the buyer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. This does not affect the statutory provisions on the sale of consumer goods (sections 474 ff. BGB) and the rights of the buyer arising from separately guarantees, in particular by the manufacturer.

2. Agreements which we have made with regard to the nature and the presumed use of the goods (including accessories and instructions) with regard to buyers are regularly the basis of our liability for defects within the scope of the warranty. A quality agreement includes all product descriptions and manufacturer information that are the subject of the individual contract or were made publicly known by us (in particular in catalogues or on our Internet homepage) at the time the contract was concluded. In the event that no quality has been agreed, it is to be assessed in accordance with the provision of paragraph 434 (3) of the German Civil Code (BGB) whether a defect is given. Against this background, it should be noted that public statements made by the manufacturer proceedings within the scope of advertising or on the label of the goods are making the statements of other third parties.

3. For goods with digital elements or other digital content, it should be noted that we are only obliged to make a provision and update the digital content, insofar as this is expressly resulted from a quality agreement in accordance with IX.2. We assume no liability for public statements by the manufacturer and other third parties.

4. We are not liable for defects that the buyer knows in accordance with Clause 442 of the German Civil Code (BGB) at the conclusion of the contract or does not know grossly negligent.

5. Claims for defects by the buyer only exist if the buyer has complied with his statutory inspection and reporting obligations (paragraphs 377, 381 HGB). If the goods are building materials or other goods intended for installation or other goods intended for further processing, an inspection must be carried out immediately before processing. A written notification to us shall be made immediately if a defect shows in the context of the delivery, the inspection or at a later date. Obvious defects must be notified in writing within 8 working days from delivery and not recognisable defects within the same period from the date of discovery of the defects. In the event that the buyer fails to properly investigate and/or shows the obligation to properly investigate and/or makes a clear defect, liability on our part for the defect not or not in time or not reported in due process is excluded in accordance with the statutory provisions. If the goods were intended for installation, installation or installation, this shall also apply if the defect is due to non-compliance or. Violation of any of these obligations became apparent only after the corresponding processing. In this case, the buyer is not entitled to any claims for reimbursement of the “incorporation and expansion costs”.

6. If the delivered goods are defective, we as the seller have the right to choose whether we provide subsequent performance by rectifying the defect (rectification) or by supplying a defect-free item (subsequent delivery). In the event that the type of supplementary performance chosen by us is unreasonable for the buyer in individual cases, he may refuse it. However, we reserve the right to refuse subsequent performance under the legal requirements. In addition, we are entitled to make the subsequent performance to be provided by us dependent on the buyer paying the due purchase price. However, the buyer has the right to retain a proportion of the purchase price in relation to the defect.

7. The buyer shall give us the necessary time and opportunity for the subsequent performance to be paid. In particular, the buyer has to hand over the item for which he has asserted a defect for examination purposes. In the event that we carry out a subsequent delivery of a defect-free item, the buyer must return the defective item to us in accordance with the statutory provisions. However, the buyer is not entitled to a return claim.

8. If we have not committed ourselves to do so by contract, the supplementary performance does not include the removal, removal or deinstallation of the defective item, nor the installation, installation or installation of a defect-free item. Claims of the buyer for reimbursement of the “incorporation and expansion costs” remain unaffected.

9. The expenses necessary for examination purposes and for supplementary performance (transport, labour and material costs as well, if applicable. For removal and installation costs), we reimburse in accordance with the statutory provisions and these General Conditions of Sale in the event that a defect exists. However, we may demand reimbursement from the buyer due to an unauthorised cost incurred in case the buyer requested for defects in the event that the buyer knew or could have recognised that there is actually no defect.

10. The buyer has the right to remedy the defect itself and to demand compensation for the expenses objectively required for this purpose if there is an urgent case (e.g. in the event of danger with regard to operational safety or to prevent disproportionate damage). The buyer must inform us immediately in the event of a self-performance. In the event that we would be entitled to refuse supplementary performance in accordance with the statutory provisions, the buyer has no right to carry out its own.

11. The buyer can withdraw from the purchase contract in accordance with the statutory provisions or reduce the purchase price if a deadline to be set by the buyer for the subsequent performance has expired without success or is dispensable in accordance with the statutory provisions. However, the buyer is not entitled to withdraw from withdrawal in the event of a not significant defect.

12. Claims of the buyer for replacement for replacement of expenses in accordance with paragraph 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (paragraphs 478, 474 BGB) or a consumer contract for the provision of digital products (paragraphs 445c sentence 2, 327 paragraph 5, 327u BGB).

13. Claims for damages or claims for reimbursement of futile expenses of the buyer (section 284 BGB) also exist even if there is a defect if there is a defect.

14th. TechFast consistently pursues a 0-error strategy with continuous improvement and optimization of all processes, but it can still happen that some defects are only discovered during processing. This residual risk of error must be taken into account with regard to the customer's obligation to reduce the claims requirements when determining the tests for further production levels.

15. We are permitted to deliver up to 5% at the same prices, up to 10% for custom-made products according to customer specifications.

X. Limitation

1. The general limitation period for claims resulting from material or defects of title shall be paragraph 438 paragraph 1, numbered in pose. 3 BGB one year from delivery. In the event that acceptance has been contractually agreed, the limitation period begins with acceptance.

2. The limitation period is 5 years from delivery (sections 438 (1) no. 2 BGB) in the event that the goods are a building or thing that has been used for a building in accordance with its usual use and has caused its defectiveness (building material). This applies subject to the further special statutory provisions for limitation (in particular Clause 438 paragraph 1 no. 1, paragraph 3, paragraphs 444, 445b Civil Code).

3. The above limitation periods of the purchaser also apply to contractual and non-contractual claims for damages by the buyer, which are based on a defect in the goods, unless the application of the regular statutory limitation period according to paragraphs 195, 199 BGB would lead to a shorter limitation period in individual cases. Claims for damages by the buyer pursuant to XI.1 and XI.2 Lit. a) as well as such under the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

XI. Other liability

1. Unless otherwise stipulated in these General Terms and Conditions of Sale, including the following provisions, we as a seller shall be liable in the case of violations of contractual and non-contractual obligations in accordance with the statutory provisions.

2. Within the scope of liability for fault, we shall be liable, aside for whatever reason for damages, only in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to legal limitations of liability (e.g. B. Care in one's own affairs; insignificant breach of duty), only:

a. for damages resulting from injury to life, body or health

b. results for damages resulting from the breach of an essential contractual obligation (obligations, the fulfilment of which enables the proper execution of the contract and on which the contractual partner relies and may also rely). However, our liability for this case is limited to compensation for the foreseeable, typically occurring damage.

3. The limitations of liability arising in accordance with XI.2 also apply to third parties as well as to breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. Insofar as a defect has fraudulently concealed and a guarantee has been assumed for the quality of the goods, the limitations of liability shall not become applicable. This also applies to claims of the buyer according to the Product Liability Act.

4. The buyer may withdraw or terminate due to a breach of duty that does not result from a defect only in the event that we, as a seller, are responsible for the breach of duty.

5. A right of termination of the buyer (in particular according to Clauses 650, 648 BGB) is excluded. Otherwise, the legal requirements and legal consequences apply.

XII. Choice of law and place of jurisdiction

1. For these General Terms and Conditions of Sale and the contractual relationship between us as the seller and the buyer, the law of the Federal Republic of Germany shall be deemed to be excluding international uniform law, in particular the UN Sales Convention.

2. If the buyer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, our place of business in Villenbach is exclusive and also an international place of jurisdiction, for all disputes arising directly or indirectly from the contractual relationship. The same applies if the buyer is an entrepreneur within the meaning of paragraph 14 BGB.

3. In addition, we are entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or a senior individual agreement or the general place of jurisdiction of the buyer. This does not affect the above-mentioned legal regulations (exclusive jurisdictions).