

## **Sales and delivery conditions of GSG Baubeschläge GmbH Elsterwerda (hereinafter called „GSG“)**

### **General**

1. All contracts are only valid in connection with the sales and delivery conditions. Any contractual change requires the written form to be valid. All offers are legally binding to us for a period of 4 weeks.
2. Deliveries will be made by GSG starting at a net order value of € 25.00. From € 500.00 GSG will deliver free of charge within Germany to the receiving terminal of the purchaser, additional charges for express deliveries and over length (150 cm) will be borne by the purchaser. Carriage and surface freight costs will not be borne by GSG. Regarding free of charge deliveries, GSG reserves the right to choose the type of delivery. For deliveries of goods below the net value of € 500.00, GSG will charge for the delivery costs as well as the packaging costs occurred to GSG. For orders below a net value of € 100.00, GSG will charge an administrative fee according to the appropriate effort.
3. Goods having been delivered will not be accepted back by us, unless the goods delivered do not correspond to the goods ordered.
4. Should the customer require, we will deliver the goods to his end customer, charging a flat fee of € 5.11/per delivery.
5. We reserve the right for technical alterations of our products as well as changes within our assortment. Any changes can be made without giving special prior notice.

### **Delivery dates**

1. The respective delivery dates have to be agreed upon within the contract.
2. GSG has the right to make partial deliveries. Excess or short deliveries of the agreed amounts are acceptable as long as they stay within the customary standard of the industry. Events such as Act of God (including strike, lockout, and other circumstances) entitle GSG to delay the delivery by the length of time of such hindrances or even to withdraw from the contract completely or in part.

### **Packaging on loan**

1. The packaging delivered on loan will have to be returned within a period of 30 days, the costs of returning said packaging on loan will be borne by the purchaser. A penalty of € 0.50 per day will be charged if the return period is exceeded. The assertion of compensation will not be affected by aforementioned regulation.

### **Terms of payment**

1. GSG will charge the prices agreed upon at the closure of contract. If a substantial change in our costs occurs after the conclusion of the contract (eg by our pre-suppliers), we are entitled to make an appropriate adjustment to our prices for deliveries made later than 4 months after conclusion of the contract. Unless otherwise confirmed in writing, invoices have to be paid net within 30 days of invoice date or within 10 days of invoice date with a 2% discount, unless no further overdue payment claims exist. The prices listed do not contain the turnover tax. As a balance for the exceedance of the terms of payment we will charge a default interest rate of 2% above the respective bank-rate of the European Central Bank.
2. Should GSG become acquainted with facts which depreciate the credit rating of the purchaser, GSG is entitled to demand prepayment before still outstanding deliveries are being fulfilled.

### **Place of delivery and jurisdiction**

1. The place of fulfilment is the registered office of GSG in the case of orders if the net value of the goods is less than € 500.00.
2. The place of fulfilment nationally is the place of the recipient, if the net value of the goods is from € 500.00.

3. Place of performance internationally is the registered office of GSG.
4. Jurisdiction is the place of residence of the GSG in all cases.

### **Reservation of proprietary rights**

1. The goods delivered by us will remain our property until all of our present claims as well as future ones against the purchaser, as far as they are in connection with the delivered goods, have been satisfied.
2. The purchaser has the right to resell the goods still being owned by us (goods subject to retention of title) during the normal and proper course of business. However, he is assigning all claims stemming from such a resell of goods to us now, no matter if the goods subject to retention of title were sold without having been processed or after having been processed nor if they are in any way connected to a piece of property or are attached to removable objects or not. Should the goods subject to retention of title be resold after having been processed or be resold together with items not belonging to us or will be attached to a piece of property or removable objects, the claim of the purchaser against his customers to the amount of the delivery price as agreed between the purchaser and us is seen as having been ceded.
3. The purchaser is entitled to collection of this debt even after subrogation. Our authorisation to assert a claim remains unaffected by this, however, we commit ourselves not to do this, as long as the purchaser complies with the payment obligations. Should the purchaser make use of his collection of receivables, we have a claim upon the proceeds for the goods subject to retention of title in the amount of the delivery price as agreed between the purchaser and us.
4. Processing or alteration of the goods subject to retention of title is taking place for us, being the manufacturer, according to Section 950 BGB without being binding for us.
5. Should goods, which are still our property, be processed, we acquire joint-ownership of the new product to the ratio of the market value of our property to the value of the processed objects at the time of processing. The purchaser will store the new product for us free of charge and with the customary care.
6. Upon request we commit ourselves to release securities to which we are entitled insofar as their value exceeds the claims of payment by more than 20%, as far as said claims of payment have as yet not been satisfied.
7. Should we accept payment by note, our retention of title will continue to exist until it is certain that we will not be accessed by claims stemming from said notes. Due to the claims ceded to us, notes received by the purchaser are herewith surrendered to us and will be endorsed. The purchaser will keep safe said endorsed notes for us.

### **Notifications of defects**

1. Reclamations have to be made valid within 14 days following receipt of the goods using the written form and have to contain the packaging note.
2. For defects visible or hidden or the absence of properties of our products having been assured, GSG exclusively only safeguards insofar to choose how to remove errors by either repair or replacement delivery. Any further claims are excluded.

### **Severability clauses**

1. Should single regulations of these conditions become invalid in whole or in part, all other regulations will remain fully valid.
2. The sales and delivery conditions of GSG are valid even then if the purchaser has made notifications of his own diverging conditions or if said conditions are printed upon documents of the purchaser, in particularly orders. Returned acknowledgements of the purchaser containing diverging conditions are herewith oppugned.