

Standard Terms and Conditions Weber Bürstensysteme GmbH

1. General

The following General Terms and Conditions of Sale (GTCS) apply to all our business relationships with companies (§ 14 BGB). Deliveries, services and offers of the Seller shall be made exclusively on the basis of these GTCS. They shall also apply to all future business relations, even if they are not expressly agreed again. The exclusivity shall also apply if the Buyer refers to its GTCS within the scope of the order and we have not expressly objected to the GTCS. Deviations from the seller's terms and conditions are only effective if they are confirmed in writing by the seller. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) and information in our order confirmation shall take precedence over these GTCS.

2. Offer and acceptance

The Seller's offers are subject to change and non-binding. Drawings, illustrations, dimensions, weights and other performance data are only binding if they have been expressly agreed in writing. We reserve ownership rights and copyrights to all documents provided to the Buyer in connection with the placing of the order. These may not be made accessible to third parties without our express written consent. The declaration of acceptance or the order is a binding offer for the buyer. Acceptance of the offer is effected by written confirmation from the seller or by despatch of the goods.

3. Prices and payment agreements

3.1 Prices are ex warehouse, net and in Euro. The costs for packaging, freight, postage and insurance shall be borne by the Buyer. For orders with a total net order value of less than EUR 50, a processing fee of EUR 5 will be charged.

3.2 If there are more than four months between the placing of the order and the delivery date, the Seller shall be entitled to pass on any increases in material, labour and other costs occurring after the conclusion of the contract in commercial business transactions on a pro rata basis, unless a fixed price agreement has been made. If the resulting price increase is more than 10 per cent of the total net price, the buyer is entitled to withdraw from the contract. This also applies to transactions within framework agreements.

3.3 All invoices are due for payment within 12 days of the invoice date with a 2 per cent discount or within 30 days net cash. Discounts are only permitted if there are no outstanding debts. However, the Seller shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

3.4 The buyer shall be in default if the above payment period expires. In the event of late payment, interest shall be charged at a rate of 9% above the respective base interest rate from the due date. Discounts and other concessions are granted subject to the proviso that all of the seller's claims are fulfilled as agreed. If the Buyer is in default of payment, the Seller shall be entitled to revoke any discounts and other benefits granted. In such a case, the Seller may refuse outstanding services until an appropriate advance payment has been made or security has been provided. If the Buyer refuses or allows a set deadline to expire, the Seller shall be entitled to withdraw from the contract and demand compensation.

3.5 If it is foreseeable after conclusion of the contract that our claim to payment of the purchase price is jeopardised due to the Buyer's inability to pay (e.g. due to an application for the opening of insolvency proceedings), we are entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (Section 321 BGB).

3.6 In the event that the Buyer fails to fulfil the contract, the Seller shall be entitled to demand liquidated damages from the Buyer in the amount of 15% of the net value of the goods for loss of profit and/or processing and administration costs. However, the Buyer reserves the right to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum. We reserve the right to assert further verifiable damages.

4. Transfer of risk, despatch, freight

4.1 The goods are always sold ex works. The Seller shall deliver free domicile within Germany using its own fleet of vehicles on a rotational basis from a goods value of 300 euros. If despatch has been agreed, the shipping route and method shall be selected by the Seller. In this case, despatch shall be at the buyer's expense. The goods remain uninsured. At the buyer's request, damage insurance will be taken out at the buyer's expense. Delivery shall always be made to the Buyer's warehouse address.

4.2 The risk of accidental loss or accidental deterioration of the goods shall pass to the buyer upon handover. If the goods are dispatched, the risk - even in the case of carriage paid delivery or delivery free domicile - shall pass to the Buyer as soon as the consignment has been handed over to the person carrying out the transport or has left the Seller's warehouse for the purpose of dispatch.

4.3 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 shall be entitled to claim compensation from the Buyer for the damage incurred, including additional expenses (e.g. storage costs). If this is the case, we shall charge the Buyer a flat-rate compensation of 0.5% of the net invoice amount per calendar day (beginning with the delivery period or, if no delivery period is specified, with the notification that the goods are ready for dispatch). Statutory claims on our part (reimbursement of additional expenses, reasonable compensation, cancellation) and proof of higher damages shall remain unaffected. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. However, the Buyer reserves the right to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.

4.4 The Buyer shall only be entitled to set-off or retention rights in the event that his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship.

5. Retention of title

5.1 The object of purchase shall remain the property of the Seller until fulfilment of all present and future claims to which the Seller is entitled against the Buyer. In the case of a current account, the reserved title to the reserved goods shall be deemed security for the seller's balance invoice.

5.2 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 assigned as security. The buyer must inform us immediately in writing in the event that an application is made to open insolvency proceedings or if third parties seize the goods belonging to us (e.g. seizures). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the Buyer shall be liable for the loss incurred by us.

5.3 Any treatment or processing by the Buyer shall be carried out on behalf of the Seller to the exclusion of the acquisition of ownership in accordance with § 950 BGB. The Seller shall become co-owner of the item thus created in proportion to the value of the object of purchase to the value of the treated or processed goods, which shall serve as reserved goods to secure the Seller's claims. Processing (combining/mixing) by the Buyer with other goods not belonging to the Seller shall be governed by the provisions of §§ 947, 948 BGB with the consequence that the Seller's co-ownership share in the new item shall now be deemed to be reserved goods. This provision also applies in particular to the installation of our goods in machines.

5.4 The Buyer is only permitted to resell the goods subject to retention of title in the ordinary course of business and on condition that he also agrees an extended retention of title with his customers. The buyer is not authorised to dispose of the reserved goods in any other way. In the event of resale, the Buyer hereby assigns to the Seller all claims against its customers arising from the resale until all claims of the Seller have been fulfilled. If the reserved goods are resold by the Buyer together with other goods not belonging to the Seller after processing in accordance with Clause 4.2, the assignment of the purchase price claim shall only apply to the amount of the invoice value of the Seller's reserved goods. Subject to revocation, the Seller authorises the Buyer to collect the assigned claims. The seller shall not make use of the one authorisation to collect as long as the buyer meets his payment obligations, including those towards third parties.

5.5 If the value of the securities existing for the Seller exceeds its total claims by more than 10%, the Seller shall be obliged to release securities of its choice at the Buyer's request.

5.6 If the Seller makes use of its retention of title in accordance with the above provision by taking back goods subject to retention of title, it shall be entitled to sell the goods by private treaty or have them auctioned. The goods subject to retention of title shall be taken back at the proceeds realised, but at most at the agreed delivery prices. Further claims for damages, in particular loss of profit, remain reserved.

6. Deliveries

6.1 A prerequisite for compliance with delivery deadlines is the correct and timely delivery to us by our suppliers.

6.2 If the Seller is in default of delivery and a reasonable period of grace to be set by the Buyer has expired unused, the Buyer shall have the right to withdraw from the contract. The cancellation must be declared immediately and in writing after expiry of the grace period set.

6.3 If the delivery is delayed due to circumstances for which the Seller is not responsible, such as force majeure, labour disputes, unrest, official measures, non-delivery by sub-suppliers and other unforeseeable, unavoidable serious events, the delivery period shall be extended by the duration of this delay and a reasonable subsequent delivery period. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, we are entitled to withdraw from the contract in whole or in part; we must immediately reimburse any consideration already provided by the buyer (in the form of the purchase price payment).

6.4 Whether we as the seller are in default of delivery shall be determined in accordance with the statutory provisions. However, the prerequisite for a delay in delivery on the part of the seller is a reminder from the buyer. In the event that there is a delay in delivery, the buyer may claim lump-sum compensation for the damage caused by the delay. The liquidated damages shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but shall not exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has suffered no damage or only less damage than the above lump sum.

6.5 Partial deliveries are permissible to a reasonable extent. They shall be invoiced separately.

6.6 In the case of call orders, the Seller shall be entitled to procure the material for the entire order and to produce the entire order quantity immediately, unless otherwise agreed. Any change requests by the Buyer can therefore no longer be taken into account after the order has been placed, unless otherwise agreed.

6.7 Broom bodies made of plastic, metal or wood, which can be de-bristled and refitted, are the property of Weber Bürstensysteme GmbH. They are provided free of charge on loan.

6.8 Partial deliveries are deemed to be a completed transaction and are subject to the above terms of payment. If the Seller has indisputably delivered partially defective goods, the Buyer shall nevertheless be obliged to make payment for the non-defective part, unless the partial delivery is of no interest to the Buyer.

7. Warranty

7.1 Agreed qualities within the meaning of Section 434 (1) BGB must be expressly labelled as such. Article descriptions, numbers and sizes in illustrations and records in the offers and catalogues are not binding. The seller reserves the right to adapt them to the latest status. The quality of the goods shall be based exclusively on the agreed technical delivery specifications. If the Seller has to deliver according to drawings, specifications, samples, etc. of the Buyer, the Buyer assumes the risk of suitability for the intended contractual purpose. The time of the transfer of risk is decisive for the contractual condition.

7.2 Obvious defects must be reported in writing within 8 calendar days of receipt of the goods. Hidden defects must be reported immediately after becoming known, at the latest within 8 calendar days. The inspection obligations according to § 377 HGB remain in force.

7.3 The Seller shall not be liable for material defects caused by unsuitable or improper use, faulty assembly by the Buyer or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper modifications or repair work carried out by the Buyer or third parties without

the Seller's consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

7.4 Despite the greatest possible care in the selection, quality control and processing of wire raw materials, bristle loss can occur at any time with sweeping rollers and side brushes with wire bristles. The seller accepts no liability in this respect. The seller expressly warns against the use in agricultural operations and in areas where children are present (schools, kindergartens, etc.).

7.5 Unless we are contractually obliged to do so, subsequent fulfilment shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item. This shall not affect the Buyer's claims for reimbursement of the installation and removal costs.

7.6 The Seller shall be given the opportunity to ascertain the notified defect. Rejected goods must be returned to the Seller immediately upon request. The Seller shall bear the transport costs if the complaint is justified. If the Buyer fails to fulfil his obligations or makes changes to the goods already complained about without the Seller's consent, he shall lose any claims for material defects.

7.7 If a warranty right exists, the Seller may repair or replace the goods. If the repair or replacement delivery fails, the Buyer shall be entitled, after setting a deadline, to demand a reduction in price, to withdraw from the contract or to carry out the necessary repair itself or have it carried out by a third party at the Seller's expense and risk. If the rectification has been successfully carried out by the buyer or a third party, all claims of the buyer shall be settled with the reimbursement of the necessary costs incurred by him. Reimbursement of costs is excluded if the expenses increase because the goods have been moved to another location after delivery, unless this corresponds to the intended use of the goods.

7.8 Claims of the Buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a purchase of consumer goods (§§ 478, 474 BGB).

7.9 Notification of defects shall not release the customer from the obligation to make timely payments.

7.10 The general limitation period for claims resulting from material defects or defects of title is one year from delivery, in deviation from § 438 para. 1 no. 3 BGB. In the event that acceptance has been contractually agreed, the limitation period shall commence upon acceptance. In accordance with the statutory regulation, the limitation period is five years from delivery (§ 438 para. 1 no. 2 BGB) in the event that the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material).

8. Other liability

8.1 Unless otherwise provided for in these General Terms and Conditions of Sale, including the following provisions, we as the Seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 Within the scope of fault-based liability, we shall be liable for damages, irrespective of the legal grounds, only in the event of wilful intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty).

8.3 For damages resulting from injury to life, limb or health, and

8.4 for damages resulting from the breach of an essential contractual obligation (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner relies and may also rely). In this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

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

8.6 The Buyer may only withdraw from or cancel the contract due to a breach of duty that does not result from a defect in the event that we as the Seller are responsible for the breach of duty.

9. Place of fulfilment, place of jurisdiction, applicable law

The place of fulfilment for all deliveries and payments is Bad Camberg. For all disputes arising from this contract, the local court of Limburg/Lahn shall have subject-matter and local jurisdiction irrespective of the value of the object of the dispute. The jurisdiction of the Local Court of Limburg/Lahn shall also apply if the purchaser has no general place of jurisdiction in the Federal Republic of Germany. The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG - 'Vienna Sales Convention') is excluded. If the Buyer is not a registered trader within the meaning of commercial law, he must inform Weber Bürstensysteme GmbH of this immediately.