

I. Scope of Application – Conclusion of Contract – Written Form

These General Terms and Conditions of Sale shall apply to deliveries of products and goods in accordance with the contract concluded between Brangs + Heinrich and the customer.

2. Our General Terms and Conditions of Sale shall apply exclusively; we shall not accept any conditions of the customer, which conflict with or deviate from our General Terms and Conditions of Sale, unless we had expressly agreed their validity in writing. Our General Terms and Conditions of Sale shall also apply if we effect delivery without reservation in the knowledge of conditions of the customer, which conflict with or deviate from our General Terms and Conditions of Sale.
3. Our offers shall not be binding. An order placed by the customer shall constitute a binding offer which we may accept within 14 days by sending a written order confirmation.
4. All agreements made between us and the customer for the purpose of performing the contract and all legal declarations shall be effected in writing. Incidental oral agreements shall only be valid if we confirm them in writing. Cancellation of the written form clause shall also be effected in writing.
5. Our order confirmation shall apply to the contents of the contract and the scope of supply. The normal commercial tolerances shall apply to all information relating to quality, colour, quantities, dimensions and weights.
6. We shall be entitled to amend any mistakes in our sales brochures, price lists, offer documents or other documentation without being held responsible for damage caused by these mistakes.

II. Delivery Period

1. Delivery periods shall commence on the date of the order confirmation. The agreed delivery period shall be extended on account of strikes, cases of force majeure and events which make it extremely difficult or impossible for us to effect delivery. In such cases the delivery period shall be extended by the duration of the delay. This provision shall also apply if the customer fails to fulfil any cooperation obligations. The delivery period shall be deemed to have been observed if the delivery item has left our factory or readiness for dispatch has been reported by the end of the delivery period.
2. We shall be entitled to make partial deliveries.
3. If we fail to deliver the goods on time after a period of grace has lapsed unsuccessfully, the customer shall have the following rights:
 - a) We shall be liable for the damage which could be calculated at the time of its occurrence as a result of the delay according to the normal course of events or according to the customer's information at the time of conclusion of the contract. The amount of compensation shall be limited to 2% of the value of the delivery item for every commenced week of the delay, but at most to the value of the contractual item with which we are in default.
 - b) At the end of the two-week period of grace, the customer shall be entitled to withdraw from the contract. Compensation due to non-performance may only be claimed if exclusion of these claims appears grossly unjust in view of special culpability on our part, the special concerns of the customer or other special circumstances. In this case, however, the maximum liability for damage which could be calculated at the time of its occurrence according to the normal course of events shall be limited to twice the value of the delivery item.

III. Invoicing

1. The invoice shall be sent with the delivery. If an order is delivered in the form of several consignments, every consignment shall be invoiced separately. Unless otherwise agreed, our prices shall apply "ex works" excluding packing, freight and insurance; these items shall be invoiced separately.
2. The costs of plans, drawings, patterns and printing rollers shall be invoiced during the first delivery. These items shall always remain our property.

IV. Dispatch and Transfer of Risk

1. The goods shall be dispatched from our factory or delivery warehouse at the customer's risk, even if carriage paid delivery has been agreed or we assume responsibility for transport.
2. If dispatch is delayed due to reasons for which we are not responsible, the goods may be warehoused by us with notification of readiness for dispatch at the customer's cost and expense.

V. Reservation of Title

1. We shall reserve title to the goods supplied by us until we have received all payments – also from other consignments – including all secondary claims and until all bills and cheques given in payment have been cashed. In the case of processing, combining or mixing with other goods not belonging to the customer, we shall be entitled to joint ownership in the relation between the invoice value of our goods and these other goods at the time of processing, combination or mixing. This provision shall also apply in the case of processing of our goods, which takes place for us as the manufacturer (§ 950 of the German Civil Code).
2. The customer may only sell our reserved goods in the normal course of business by passing on reservation of title and only as long as he is not in payment arrears. Purchase price demands by the customer from the resale of our reserved goods shall now be assigned to us to the sum of their invoice value until all our demands have been paid. On request, the customer shall immediately send us a list of the related assigned claims. The customer shall be revocably entitled to collect these claims.
3. In the event of payment default, the imminent suspension of payments or insufficient information on the customer's ability to pay, we shall be entitled to take back the reserved goods. The customer shall be obliged to return the goods. Enforcement of the reservation of title and pledging of the delivery item by us shall not be regarded as withdrawal from the contract. All costs including incurred in taking back and utilising the goods shall be borne by the customer.

VI. Warranty

1. Our performance shall be deemed to have been duly effected if it is within the normal commercial tolerances.
2. The customer may only enforce defect claims if he duly fulfilled his inspection obligations and defect notification obligations in accordance with § 377 of the German Commercial Code. The warranty period shall always be one year calculated from the date of passing of risk. If a defect occurs, we shall initially be entitled to furnish a warranty either by carrying out rework or sending a replacement delivery.
3. We shall accept no liability for the supplied goods being suitable for the customer's intended purpose, unless the contract contains an express agreement on the condition of the goods. The sending of samples by the customer shall not be regarded as an agreement on the condition of the goods.

VII. Liability Restriction

1. Our liability for infringements of contractual obligations and from torts shall be limited to intent and gross negligence. This provision shall not apply to the death, physical injury or impairment of the health of the customer, or to claims in connection with the infringement of cardinal obligations. We shall be liable in this respect for every degree of fault.
2. We shall only be liable for foreseeable damage. Compensation claims shall only be accepted if damage still exists after enforcement of other legal remedies.
3. The liability exclusion stipulated above in subparagraph 1 shall also apply to slightly negligent infringements of obligations by our agents.
4. If there is no liability exclusion for damage not caused by the death, physical injury or impairment of the health of the customer or for slight negligence, these claims shall become statute-barred within one year commencing on the date of origin of the claim or, in the case of compensation claims, due to a defect at the time of handover of the goods.
5. If liability for compensation is excluded or limited, this shall also apply to the personal compensation liability of our salaried and waged employees, co-workers, representatives and agents.
6. We shall accept no liability for contractual infringements arising from circumstances which are outside our sphere of influence, for example industrial disputes, business interruptions through no fault of our own, non-availability of raw materials, unrest, official measures, interruptions in the power supply, lack of necessary transport capacity or other unavoidable events.

VIII. Final Provisions

1. We shall be entitled to store, process and pass on data relating to the goods and payment transaction with the customer. All personal or company-related data shall be treated, in principle, as confidential. The data required to handle the transaction shall be stored and may be passed on to affiliated companies as part of order processing. In order to verify the customer's credit status and monitor his financial soundness, his creditworthiness data may be passed on to CEG Creditreform GmbH or similar companies during the duration of customer relations.
2. German law shall apply to the contract between the customer and our company to the exclusion of the United Nations Convention on the International Sale of Goods.
3. Stuttgart has been agreed as the place of jurisdiction for all disputes arising from this contract if the customer is a full merchant, a legal person under public law or a special public body. This provision shall also apply to bill and cheque obligations, as well as any kind of compensation claims. However, we shall be entitled to take legal action at the place where the customer has his head office.
4. If individual clauses of these General Terms and Conditions of Sale are or become invalid, the validity of the other clauses shall not be affected.

Identification of supplier

Brangs + Heinrich GmbH, Bunsenstrasse 11, 70771 Leinfelden-Echterdingen
Registration Court: Stuttgart HRB 221264
VAT registration number: DE 147 809 725
Managing Directors: Tassilo Steinbach, Hervé Poncin