

General principles of a sales contract

§ 1 Area of application

(1) These conditions of sale apply exclusively. Provisions of the ordering party which are contrary or different to those conditions of sale we only accept if we agree to the validity of the same in writing. All agreements which are made in connection with the execution of the contract between us and the ordering party have to be done in writing.

(2) These conditions of sale shall also apply for all future businesses with the ordering party.

(3) The delivery and service personnel of the ADBEX GmbH has no authority to make legally binding declarations for the ADBEX GmbH. Supply contracts, amendments, supplements, etc., are effective only by a written confirmation of ADBEX Management GmbH.

§ 2 Offer

As far as the order can be treated as an offer in accordance with § 145 BGB we can accept the same within 3 weeks.

§ 3 Received documents

For all received documents like for example calculations, drawings etc which have been provided in connection with the order placement of the ordering party we reserve ownership and copy rights. Those documents may not be made available to any third party except we have given our express written consent to the ordering party.

§ 4 Fees and payments

(1) Save as otherwise provided in writing our fees pursuant to our published prices are valid. Cost for packaging and delivery will be invoiced separately.

(2) The deduction of a discount is only allowed if specially agreed in writing.

(3) Not included in our fees are all additional cost and the legally applicable VAT. Those will be invoiced separately.

(4) Save as otherwise provided the sales price is due for payment without any deduction within 1 month from the invoice date. If the ordering party delays the payments default interest of 5 % above the respective base rate p.a. will be charged. We reserve the right of enforcement of a higher damage caused by the delay.

§ 5 Right of offsetting and retention

The ordering party is only entitled to offset if its counterclaims have been legally established, are undisputed or confirmed by us. The ordering party is only entitled to exercise a right of retention insofar its counterclaim is based on the same contractual relationship.

§ 6 Delivery time

(1) The start of the delivery time confirmed by us implies the clarification of all technical questions as well as the in-time and due and proper fulfilment of the ordering partys obligations.

(2) In the event the ordering party is in default on acceptance or if it violates other cooperation obligations we are entitled to demand compensation for resulting damages including any possible extra expenditure. In the event of a default on acceptance, the risk of accidental loss or deterioration of the goods shall pass to the ordering party at the point in time at which the ordering party defaults on acceptance.

§ 7 Passing of risk

If the goods ordered are dispatched, at the ordering party's request the risk of accidental loss and accidental deterioration shall pass to the ordering party with the dispatch of goods – latest at the time of leaving the works/stock. This applies regardless of whether the delivery of goods is executed from the place of performance or of who has to bear the freight charges.

§ 8 Transfer of ownership/Retention of title

(1) We reserve the ownership of the delivered item up to the full payment of all demands arising of the delivery contract. We are entitled to take back the goods if the ordering party violates the contract. Taking back the goods does not constitute withdrawal from the contract until and unless this has been expressly declared in writing.

(2) The ordering party is obligated – as long as the ownership has not been transferred to it – to handle the goods with care. Especially it is obligated to insure the goods at their replacement value against theft, fire and water damages at its own expense. If maintenance and inspection works have to be executed the ordering party has to perform them at its own expense. As long as the ownership has not been transferred the ordering party is obligated to immediately inform in the event of attachment of the goods or any other third-party interference. Insofar the third party is not in the position to reimburse us for court cost and extra-judicial costs of an action pursuant to § 771 ZPO, the ordering party shall be liable for the loss.

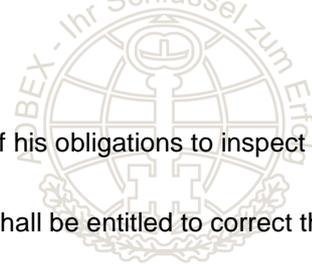
(3) The ordering party may resell the goods subject to retention of title in the course of ordinary business transactions. The ordering party herewith transfers to us the claims of the buyer arising from the resale of the purchased goods up to the amount of the agreed final invoice total (including value added tax). This transfer applies irrespective of whether the purchased goods are resold before or after processing. The ordering party remains entitled to collect the claim until and unless its power of disposition is retracted. Our authority to collect the claim ourselves remains unaffected by this. We will not collect receivables ourselves for as long as the ordering party meets its payment obligations from the proceeds he obtains, is not in default on payment and no application for the opening of insolvency proceedings has been filed or bankruptcy is present.

(4) The processing or reconstruction of the goods by the ordering party will always be performed for us. In this case the reversionary interest of the ordering party in the bought goods will continue in the reconstructed goods. If the purchased goods are processed with other items not being our property, then we acquire co-ownership in the new items in relation of the value of the purchased goods to the other objects processed at the time of processing. The same applies in case of a mixture. Should such mixture be conducted in a manner in which the item of the ordering party is regarded as the main item, then the ordering party herewith transfers proportional ownership to us and keeps the so created sole ownership or co-ownership for us.

§ 9 Warranty for defects

(1) Warranty claims of the customer are conditional on proper fulfilment of his obligations to inspect and complain as owed under § 377 HGB (German Trade Code).

(2) Insofar as we have to answer for a defect of the subject of sales, we shall be entitled to correct the defect or replace the relevant product at our option.



(3) The warranty period is 6 months starting with the transfer of risk. This term is a prescription period and does also apply to claims for damages for consequential loss due to defects, as far as no claims in tort are lodged.

§ 10 Place of jurisdiction and place of performance

The place of jurisdiction is the place of our registered office. However, we are entitled to bring suit against the ordering party at court in its area of residence. The place of registered office is the place of performance. Deviations thereof have to be agreed in writing.

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