

Perebo GmbH & Co. KG

General Terms and Conditions of Business

1. Scope of application

1.1. The following General Terms and Conditions of Business apply to all business relationships between Perebo GmbH & Co. KG ó known in the following as the supplier ó and the customer. The version currently valid at the time of conclusion of an agreement applies.

1.2. Consumers in terms of these General Terms and Conditions are natural persons who conclude legal transactions with the supplier for purposes which can be attributed neither to their commercial nor their freelance professional activities. Merchants in terms of these General Terms and Conditions are natural or legal persons or partnerships with legal capacity who conclude legal transactions with the supplier in the course of their commercial or professional freelance activities. Furthermore, regional and administrative authorities and statutory bodies under public law are regarded as customers. Both consumers and merchants are customers in terms of these terms and conditions.

1.3. Alternative, conflicting or supplementary General Terms and Conditions of Business shall not become a part of the agreement despite positive knowledge unless the supplier explicitly recognises them in writing.

2. Conclusion of the contract

2.1. All offers, including those shown on the supplier's web pages, are non-binding and subject to confirmation. Presentation on the Internet does not constitute an offer but a non-binding invitation to the customer to place an order. The right to make reasonable deviations from such specifications and reasonable design changes remains reserved. Any reference to a technical standard merely represents a description of services. Specific features can only be regarded as confirmed if a specific assurance is given in writing by the supplier. Design drawings and static calculations are not included in the scope of delivery. These services can be agreed separately for a fee.

2.2. On ordering goods, the customer makes a binding offer. The supplier shall confirm receipt of the order. This confirmation does not represent binding acceptance.

2.3. The supplier is entitled to accept the offer of an agreement made by the customer within five working days. This acceptance is made by separate confirmation by electronic or written means. The supplier reserves the right to refuse the legal transaction offered by the customer, for example following a credit check on the customer. The customer is informed by electronic means in this case.

3. Payment, payment terms and offsetting

3.1. The price offered is shown in euros and is binding. The price does not include VAT. The price also does not include packaging and carriage costs and any COD charges which may arise. The customer can make payment in advance or via bank transfer. If no other written agreement has been made, a 50% payment is due immediately. The remaining 50 % is payable within ten days after receipt of the goods.

3.2. The customer is in arrears after the expiry of this ten-day period. In this case, the supplier is entitled to demand default interest at the statutory rate. Default interest claims which go beyond this remain unaffected.

3.3. With deliveries and services outside of the EU, payment is made in advance or by means of an irrevocable confirmed credit order from a major federal German bank, payable to Perebo GmbH & Co. KG against presentation of the necessary documentation to this major bank. The customer is liable for any costs incurred.

3.4. The customer is only entitled to offset if their counter-claims have been legally established or recognised in writing by the supplier. Retention rights can only be asserted insofar as they are based on the same contractual relationship.

4. Transfer of risk / Delivery

4.1. The risk of accidental destruction and accidental deterioration of the goods sold passes to the customer on delivery to the carrier, forwarding agent or other person or institution appointed to despatch or send the goods. This also includes partial deliveries. This also applies in case of delivery by the sender themselves.

4.2. A transfer shall be considered to have taken place even if the customer is in arrears with acceptance.

4.3 The customer shall inform the supplier of the delivery address. The customer must ensure, insofar, that the freight forwarder, carrier or other person designated to carry out the delivery the access to the point of delivery must be made possible and is not hindered or made impossible by actual or legal restrictions.

4.4 The unloading of the goods from the transport vehicle is the responsibility of the customer. He must provide suitable technology and sufficient personnel.

5. Retention of title

5.1. With consumers, the supplier retains the title to the goods until the purchase price has been made in full.

5.2. With merchants, the supplier retains the title to the goods until all claims from a current business relationship have been settled ó including outstanding balance claims arising from a current account relationship limited to this business relationship.

5.3. If the reserved goods are reworked or processed, this is done on the behalf of the supplier who is then to be regarded as the manufacturer in terms of Section 950 of the German Civil Code; alternatively, the supplier directly acquires joint ownership if processing is done with material from several owners or if the value of the processed item exceeds the value of the reserved goods. The new item created by processing, combining or mixing is regarded as reserved goods in terms of these conditions.

5.4. The customer is only entitled and authorised to sell on the reserved goods on the basis of a contract if they retain the supplier's title to the goods towards a third party until full payment has been made by the third party. The customer is not entitled to dispose over the goods in any other way, in particular by pledging or transfer by way of security. The customer is obliged at the supplier's request to inform the purchaser of the assignation of payment to the supplier.

5.5. Customer's claims arising from the resale of the reserved goods are already ceded at this time to secure all claims against the supplier, regardless of whether the reserved goods are resold without or after processing and whether they are resold to one or more purchasers. The customer is also entitled to redeem this ceded claim after assignation unless they cease payment or the supplier revokes this authorisation to collect. The supplier's authorisation to collect the ceded claim themselves remains unaffected. The customer must inform the supplier in writing as to whom the reserved goods have been sold to and what claims they are entitled to from the sale on request without delay and to hand over the documents required for redemption.

5.6. The supplier shall release the reserved goods and items or claims which take their place at the merchant's request at their discretion insofar as their value exceeds the value of the secured claim by more than 50 %.

5.7. The customer is to inform the supplier without delay of seizures, confiscations or other disposals by third parties.

6. Warranty

6.1. Consumers have a choice as to whether supplementary performance should involve rectification of defects or replacement delivery. The supplier is entitled to refuse a particular kind of supplementary performance if this is only possible at an unreasonably high cost and if the other kind of supplementary performance remains without major disadvantages for the consumer.

The supplier is authorised and obliged to supply supplementary performance to merchants as warranty for defects at their own discretion in the form of rectification of defects or replacement delivery. In case of failure, i.e. impossibility, unreasonableness, refusal or inappropriate delay with rectification or replacement delivery on the part of the supplier, the merchant may withdraw from the agreement or reduce the purchase price appropriately.

6.2. If supplementary performance fails, the customer can demand a price reduction or withdrawal. The customer has no right of withdrawal in case of minor defects.

6.3. Consumers must report obvious defects in the goods in writing within two months after receipt, otherwise no claims can be enforced under the warranty.

Merchants must check the goods delivered carefully without delay and report discernable defects in writing within seven days of receiving the goods, otherwise no claims for defects can be accepted.

6.4. Latent defects must be reported within seven working days of their being discovered. It is sufficient if written notice is sent off within the deadline. The merchant is entirely responsible for proving all qualifying conditions, in particular for the defect itself, the point in time it was discovered and the timeliness of the notice of defect.

6.5. The rejected item delivered is to be sent back to the supplier at their request. In case of a justified complaint, the supplier shall refund the cost of the cheapest means of despatch.

6.6. For consumers, the warranty period for new goods is two years as from delivery of the goods or, insofar as approval is necessary, as from this approval. The supplier provides a one-year warranty to the consumer for used goods. For merchants, the warranty period is one year for both new and used goods. This period is calculated as from delivery or approval.

7. Limitation of liability

7.1. Insofar as it involves one case of blame respectively, the supplier's liability for compensation for whatever legal reasons, specifically arising from impossibility, delay, defective or incorrect delivery, contract infringement, infringement of obligations in contractual negotiations and unlawful acts is limited by this Point 7.

7.2. The supplier is not liable

- in case of the simple negligence of their organs, legal representatives, employees or other vicarious agents;

- in case of gross negligence on the part of non-executive staff or other vicarious agents,

insofar as no contractually relevant obligations have been infringed. The obligation to delivery punctually and without defects as well as duties of advice, protection and care which should permit the customer to use the delivered item in accordance with the contract or which aim to protect the customer's or third parties' life and limb is contractually relevant in this case.

7.3. Insofar as the supplier is also liable for compensation on its merits in accordance with Point 7.2., this liability is limited to claims which the supplier must have foreseen taking into account the circumstances of which were known to him or of which he should have been aware of using due diligence. Furthermore, direct damage and consequential damage which is the result of defects in the item delivered are also only eligible to be replaced insofar as such damage is typically to be expected with appropriate use.

7.4. In case of liability for simple negligence, the supplier's duty of replacement for material damage and personal injury is limited to the amount of 2 million euros per claim (in accordance with the current insured sum of their product liability insurance or liability insurance), even if it involves a major infringement of contractually relevant obligations.

7.5. The above exclusions and limitations of liability apply to the same extent to the benefit of the organs, legal representatives, employees or other vicarious agents of the supplier.

7.6. The limitations do not apply to the supplier's liability for wilful intent, guaranteed characteristics, death and injury to body or health or according to the law on product liability.

8. Copyright

The supplier reserves unlimited ownership rights and copyright utilisation rights to drawings, technical documents and other expert information. No documents may be made available to third parties.

9. Final provisions

9.1. The law of the Federal Republic of Germany applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods dated 11th April 1980 (CISG) is unanimously excluded.

9.2. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the location of the supplier's head office. The same applies if the customer has no general place of jurisdiction in Germany or if their domicile or normal place of residence are unknown at the time that the action is brought.

9.3. Insofar as the contract or these General Terms and Conditions of Business contain gaps, those legally effective regulations which come as close as possible to the intended economic purpose apply to fill these gaps.

9.4. Individual agreements deviating from these General Terms and Conditions must be made in writing to be effective.

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