

# Terms and conditions of sale and delivery

KLAUS-PETER SOHM Schmierstofftechnik e. K.

**The following terms and conditions of sale and delivery apply to all deliveries and other services.**

## **1. general:**

The fulfilment of all orders shall be subject to the following terms and conditions of sale and delivery, subject to the cancellation of any deviating terms and conditions of the buyer which may be specified in the context of orders.

## **2. prices:**

Prices are ex works, plus packaging and statutory VAT.  
The prices valid on the day of delivery shall apply.

## **3. order:**

All orders shall only become binding upon our written confirmation. Our invoice shall also be deemed to be an order confirmation.

## **4. delivery:**

In the event of production or time-related procurement difficulties, we reserve the right to make partial deliveries or to deliver other packaging sizes while safeguarding the interests of the customer or to refuse the order. In the event of partial delivery, each delivery instalment shall be deemed an independent transaction. All events of force majeure, such as strikes, operational disruptions of any kind, as well as orders from higher authorities shall entitle us to cancel the order in whole or in part or to postpone delivery until such obstacles have been removed.

Cancellation or postponement of delivery shall not entitle the buyer to make any claims for damages.

## **5. dispatch:**

All shipments are ex works, at the expense and risk of the recipient. Consignments whose packaging indicates damage to the contents shall only be accepted with the reservation of a claim for damages. If applicable, a damage report must be drawn up and sent to Klaus-Peter Sohm, Schmierstofftechnik e.K. without delay. Complaints and incorrect deliveries can only be considered if they are made in writing within 8 days of receipt of the goods, stating the invoice or delivery note number. Goods may only be returned with our prior consent. Purchased goods will not be taken back. Unless otherwise requested, the goods will be dispatched using the cheapest shipping method.

Goods are only dispatched in complete packaging sizes.

Additional costs for special or accelerated despatch will be charged.

## **6. retention of title:**

The goods delivered by us remain our property until all our past, present and future claims against the buyer, insofar as they are connected with the delivered goods, have been fulfilled. The buyer is authorised to process or sell the goods in our ownership (reserved goods) in the ordinary course of business. However, he hereby assigns to us all his claims against third parties arising from this further processing or resale.

## **7 Complaints:**

Complaints regarding obvious defects or regarding excess or short deliveries must be received by us in writing within a period of one week from the date of delivery. The delivery note must be enclosed with the complaint. In addition, the batch number of the rejected goods must be stated.

## **8. acceptance or default of acceptance; cancellation of contract:**

The customer is obliged to accept the ordered goods. If the customer refuses to accept the goods, he shall be deemed to be in default of acceptance upon receipt of a written notice of readiness.

In the event that the customer cancels the contract, a lump-sum compensation of 15% of the gross value of the goods shall be due for immediate payment. The purchaser is at liberty to provide evidence of lower damages.

## **9 Payment:**

Unless otherwise agreed, invoices are payable within 14 days with a 2% discount or within 30 days net cash from the invoice date. Deductions for postage, shipping and other charges shall not be recognised. If the payment deadline is exceeded, default interest of 3% above the applicable discount rate of the Deutsche Bundesbank and expenses will be charged. Cheques and bills of exchange shall only be considered as payment after they have been cashed and credited to our accounts. Offsetting against any counterclaims is excluded.

## **10 Warranty and liability:**

In the event of justified complaints, we shall provide a replacement delivery or credit note at our discretion. Claims for damages are excluded, except in cases of intent or gross negligence.

## **11. resale:**

Our goods may only be sold in their original condition and packaging. Resale of our goods abroad is not permitted without our express consent.

## **12. fulfilment and place of jurisdiction:**

The place of fulfilment for delivery and payment is our registered office. The place of jurisdiction is Offenburg. At our discretion, however, we may also take legal action against the purchaser at the place of his registered office.