

Horst Stöckelmaier

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Terms of sale and delivery

The following terms and conditions of sale shall apply exclusively to our offers and sales. Any verbal agreements or other conditions deviating from these shall only be valid if they have been confirmed to our contractual partner in writing with a legally binding signature. By placing an order, our terms and conditions of sale and delivery shall be deemed accepted.

Offers and prices are valid in all parts subject to change and non-binding. All prices are for delivery without packaging, freight and customs ex Waltenhofen. Should there be any significant changes in the price basis after conclusion of the contract, we reserve the right to adjust the prices accordingly - if necessary also in favor of the purchaser. In this context, circumstances which change the price basis shall also be taken into account, the occurrence of which is already foreseeable as possible, but not yet certain. The part of the transaction already fulfilled shall not be affected by the price change.

Designs. If the preparation of a draft is requested for an offer, or if it is necessary to illustrate the failure of the finished product on the basis of a draft, the draft shall be prepared free of charge. Only in the case of designs which require an above-average amount of work will a partial charge be made after prior agreement has been obtained. The design does not obligate an order. However, it must be returned in any case. In the event of an order, the design is required as a template for production; if it is not ordered, it must be returned within four weeks so that it can be kept on file. If the draft is not returned within four weeks, a nominal fee of € 50 to € 500 is to be paid, depending on the work involved. This nominal fee is only required in order to achieve a return within four weeks. The designs remain our property in any case, even in case of payment of share costs or the aforementioned nominal fee, and enjoy the legal protection. They may not be made accessible to third parties, reproduced or copied without our permission. If a design is based on a drawing or an idea of the inquirer, the retention of title only refers to the design as such. No claim is then made to the intellectual property. This restriction also applies to trademarks, brands, etc., which are incorporated in the design. The client is responsible for ensuring that the right of reproduction exists and that the rights of third parties or official orders are not violated.

Possibility of delivery and delay in delivery. The time of delivery is basically left to our dutiful discretion. Partial deliveries are also reserved with this proviso. The occurrence of uncertain events which could not be foreseen at the time of conclusion of the contract and which have a negative effect on the possibility of delivery shall release us from any liability. New official measures of any kind taken during the term of the transaction shall be borne by the Buyer, unless otherwise expressly stipulated by the authorities or by law. All orders placed with us directly or through our travelers or other representatives may be rejected by us within the period of 10 days from receipt hereof. The date of dispatch shall be decisive for the timeliness of the rejection.

Packing units. Goods shall only be delivered in the packaging units specified in the price lists or offers. All order quantities not within this range shall be rounded up to full packing units.

Short delivery or excess delivery of up to 10 percent of the quantity of the relevant type of goods must be reserved for technical reasons.

Copyright protection. Our designs, samples, models and the like shall be deemed to be our intellectual property and may not be imitated or used in any other way by the purchaser for the purpose of reproduction, even if no special property rights exist in this respect. Any infringement of this shall render the purchaser liable for damages.

We must also reserve the right to minor deviations in color and design for technical reasons. Likewise, we are entitled to deliver a similar product if the ordered product is not available, provided that the difference between the ordered product and the delivered product cannot be regarded as contrary to traffic regulations.

Packaging will be charged at cost.

Shipping. If no special shipping instructions have been accepted in the order, the shipment shall be made at our discretion without any obligations for the cheapest and fastest freight. Transport and breakage insurance is not covered by us. Even in the case of carriage paid delivery, the risk shall pass to the recipient at the latest when the goods leave the delivery works. If the dispatch is delayed due to a behavior of the purchaser, the risk is transferred to the purchaser with the notification of readiness for dispatch.

Terms of payment. Within 10 days with 3 percent discount or within 30 days net. We request that errors in our invoices be reported in writing within 10 days of receipt. Prolonged silence on the part of the invoice recipient shall be deemed tacit acknowledgement of the correctness of the invoice. Our travelers and other representatives are authorized to accept all means of payment only to the extent that they have been granted written authority to collect and they present this authority in each case. The provisions of § 370 BGB remain unaffected. Checks and other substitutes for monetary payments shall only be accepted by us on account of performance. The debtor shall therefore only be released from his payment obligation upon receipt of the amount of money. The crediting of checks and other substitute means of payment shall be subject to the receipt of the monetary amount. If the Buyer is in arrears with his performance under this contract, in particular with payments, the Seller shall be entitled to withhold all deliveries until the performance owed has been fulfilled or to refuse further performance of the contract altogether, subject to claims for damages. If there is a significant deterioration in the financial circumstances of the purchaser or if it only becomes known subsequently that the purchaser is in poor financial circumstances, the seller shall be entitled to amend the terms of payment accordingly or to withdraw from the contract. In the case of purchasers unknown to us, delivery shall be made against immediate payment, cash on delivery or payment in advance at our discretion if insufficient references are provided.

Retention of title. The goods shall remain our property until the complete expiry of the purchase price liability including all ancillary claims. The purchaser is entitled to resell the goods to a third party in the ordinary course of business or to process them for him. Claims arising from such legal transactions are to be assigned to us. Any monies received in respect of such claims shall be held separately for us and transferred to us without delay. Insofar as the Buyer's customers make transfers to the Buyer's bank or post office giro account, the claims arising thereon to the bank or post office giro account are to be assigned to us and used exclusively for the settlement of our claims. Prior to payment of the invoiced amounts, the Buyer may neither pledge nor assign by way of security the goods delivered to him under retention of title. We must be notified immediately of any seizure or any other impairment of our reserved title to the goods or of the resale price claims replacing the title.

Complaints about our goods must be made within eight days of receipt of the shipment. Later complaints cannot be considered. In the case of properly notified defects, we are only obliged to take back the goods sold. However, we reserve the right to supply a replacement for the goods taken back. Claims for damages of any kind can only be recognized if we can be proven to have acted unlawfully with intent. Insofar as we have assumed liability for transport damage in deviation from the above general terms and conditions, such damage must be confirmed by the railroad or postal service or by the other transport company involved in the transport. For returned repair parts, the expenditure of time, necessary replacement material, as well as disbursed freight and postage charges will be invoiced.

Place of performance is Waltenhofen. The place of jurisdiction for both parties shall be Kempten, with regard to all rights and obligations arising from the transaction. It is expressly agreed that the district court of Kempten shall also have subject-matter jurisdiction if the amount in dispute exceeds the statutory subject-matter jurisdiction of the district court.