



CARPENTER

We bring comfort to your life.®

General Terms and Conditions of Sale for Carpenter GmbH

1. All of our deliveries and services, including those in the future, are carried out on the basis of the following terms and conditions. Our terms and conditions of sale are binding; we do not acknowledge any terms and conditions of the buyer which conflict or deviate from our sales terms, unless we have expressly agreed to their validity in writing.
2. Deliveries take place ex works. A shipment always takes place at the risk of the buyer.
3. In the event of other disruptions, namely those for which we are verifiably not at fault, apart from acts of nature beyond our control, we are released from our obligation to deliver on time. This applies in particular for disruptions in the supply sector – particularly with raw material suppliers – and for strike measures. The quantities of manufactured goods supplied may vary from those ordered by up to 10%. In the same way, we reserve the right to commercial fluctuations in cell structure, solidity, volumetric weight and colour.
4. We reserve the right to ownership of all goods which we have delivered until the payment of all receivables by the buyer.

If the buyer's conduct is in breach of this contract, particularly in the case of delayed payment, then we are entitled to retract the sales items after an adequate period of time. By taking back the sales items we are not withdrawing from the contract. After taking back the sales items we are authorised to utilise them. The proceeds of the sale are to be credited against the liabilities of the buyer, minus appropriate utilisation costs.

The buyer is entitled to resell the goods subject to retention of title in the regular course of business. The accounts receivable from the resale of these goods shall be assigned to us immediately, irrespective of whether the sales items were resold with or without modification. The buyer also remains entitled to the collection of these receivables after assignment. Our capacity to collect receivables ourselves remains unaffected by this. However, we are obliged not to collect the receivables as long as the buyer fulfils his payment obligations from the collected revenues, does not default and in particular does not file a motion to begin bankruptcy, composition or insolvency proceedings or stop payment. However, if this is the case, then we may request that the buyer notify us of the assigned receivables and his debtors, provide all details necessary for collection, deliver the corresponding documents and inform the debtors (third parties) of the assignment.

Processing or alteration by the buyer of the goods subject to retention of title shall always be carried out on our behalf. If these goods are processed with other materials that do not belong to us, then we shall acquire joint ownership of the new object proportional to the value of the goods subject to retention of title and to the other manufactured materials at the time of processing. Beyond this, the same applies for the object resulting from the processing as for goods delivered with reservation.

If the goods subject to retention of title are inextricably linked or compounded with other objects that do not belong to us, then we shall acquire joint ownership of the new article proportional to the value of the goods subject to retention of title and to the other compounded materials at the time of mixture or connection. If the components are combined in such a way that the item of the buyer is viewed as the main part of the product, then the buyer shall transfer joint ownership to us pro rata.

For the resale of goods for which we have joint ownership, according to the abovementioned regulations, the assignment of receivables shall apply proportionate to the size of our co-ownership share.

If the value of our securities exceeds the value of our receivables by more than 10%, then in this respect we are obliged to release securities of our choice at the buyer's request.

5. In the case of financial difficulties made known to us after completion of the contract or a significant deterioration of the buyer's financial situation, we are entitled to suspend deliveries immediately and to request adequate securities.
6. Provided that there are no further consequences of the order confirmation, the net purchase price (without deduction) is due for payment immediately after receipt of invoice. Legal regulations shall apply with regard to delayed payment.

If the buyer defaults, we are entitled to claim default interest to the amount of 8% on top of the base rate.

The buyer is only entitled to set-off rights if his counterclaims are established as final and absolute, undisputed, are ready for a decision or are recognised by us. Furthermore, the buyer is authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

7. Warranty claims of the buyer require that the buyer has duly complied with his investigative and objection obligations, according to sec. 377 HGB (German Commercial Code). If the sales item is defective, the buyer is entitled to either supplementary performance in the form of defect removal or the delivery of a new defect-free item. For the removal of defects, we are obliged to bear all expenses necessary for removal, insofar as these expenses do not increase as a result of the goods being moved to a location other than the designated place of fulfilment.

If the supplementary performance fails, the buyer is entitled to demand either a withdrawal or a reduction.

We are liable on the basis of the legal requirements, provided that the buyer asserts claims for compensation for damages which are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or auxiliary persons. If we are not accused of a deliberate violation of contract, then the liability for damages is limited to foreseeable, typically occurring damages.

We are liable on the basis of the legal requirements if we have culpably violated a fundamental contractual obligation; in this case, however, the liability for damages is limited to foreseeable, typically occurring damages.

If the buyer is entitled to a claim for damages instead of performance, our liability is also limited, in line with third paragraph above, to compensation for foreseeable, typically occurring damages.

Liability as a result of culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability according to the Product Liability Act (Produkthaftungsgesetz).

If not regulated differently above, liability is excluded.

The limitation period for warranty claims is 12 months, starting from the passing of risk.

The limitation period for warranty claims in the event of delivery recourse remains unaffected, according to sec. 478, 479 of the German Civil Code (BGB); this limitation period is 5 years, starting from delivery of the defective item(s).

8. Place of fulfilment is the registered office of our particular delivering or providing company. Place of jurisdiction for all claims and disputes arising from this business connection is Erfurt. We are also entitled to initiate proceedings against the buyer at his place of general jurisdiction.
9. German substantive law shall apply for all legal relations we enter into with the buyer, excluding the UN (United Nations) Convention on the International Sale of Goods.

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