

## **General Terms and Conditions of**

### **ILB Industrielackierung Biedermann GmbH**

#### **1. Scope**

Our general terms and conditions below apply to all services, offers, sales and deliveries, even if the purchaser specifies other conditions in his order. Counter-confirmations by the purchaser and references to his terms and conditions or purchasing conditions are expressly rejected.

Our general terms and conditions therefore apply even if they are not expressly agreed again; acceptance of our delivery and service is considered acceptance of our general terms and conditions. Our offers are subject to change and non-binding. Declarations of acceptance and orders require written confirmation. Any subsidiary agreements, changes and deviations from these terms and conditions must be agreed in writing between the supplier and the purchaser. Our employees are also not authorized to make subsidiary agreements. Errors in offers, calculations, invoices, etc. as well as typos are not binding on us.

#### **2. Prices**

The agreed prices are subject to change and are subject to the statutory VAT applicable on the day of delivery. The areas, numbers of items and quantities determined by us are decisive for the calculation unless the recipient objects immediately, i.e. within three days. The agreed prices are ex works and exclusive of packaging. If order-related costs change significantly after the contract has been concluded, the contracting parties are obliged to agree on an adjustment of the prices. We are entitled to have orders placed with us carried out by third parties.

#### **3. Placing an order**

If an offer has been made beforehand, the order is placed by written order or delivery by the customer. Point 1 of the General Terms and Conditions applies. In the event of errors in the offer calculation or changes in the number of pieces or quality of the components to be coated/painted, the order is created when the customer returns an order confirmation confirmed in writing. The same applies to deliveries without prior offer.

The customer is liable for the accuracy and completeness of the documents and information provided by him. Reference is made to the latest version of the technical information on painting or technical information on powder coating.

#### **4. Delivery and transfer of risk**

Unless otherwise agreed, the goods must be delivered by the customer and picked up again after completion. Alternatively, the transport can be carried out by a commissioned transport company. The customer bears the costs incurred for this. Deliveries are made carriage forward and exclusively packaging at the customer's

expense and risk. The risk is transferred to the customer as soon as the shipment has been handed over to the person carrying out the transport and has left the contractor's warehouse for dispatch. If dispatch becomes impossible through no fault of the contractor, the risk is transferred to the customer when the readiness for dispatch is reported. When storing deliveries that have been reported as ready, the supplier reserves the right to charge storage fees. We accept no liability for damage that occurs during transport.

If there is no information about the desired packaging, the finished parts will be provided unpackaged.

Information on delivery times is deemed to be approximate unless it has been confirmed in writing by the contractor for each individual partial delivery. The delivery time begins on the day of delivery to the contractor at the earliest. The delivery time is deemed to have been met if the goods arrive at the customer on the agreed date or have been reported as ready. It is also deemed to have been fulfilled if the goods have been reported as ready ahead of time. The delivery time is also deemed to have been met if the delivery is delayed for reasons for which the customer is responsible. The contractor is not responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for the contractor, even if binding deadlines and dates have been agreed, provided that the contractor did not have the opportunity to appoint a replacement person in good time. This entitles the contractor to postpone delivery for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part that has not yet been fulfilled. If the hindrance lasts longer than three months, the client is entitled to withdraw from the contract with regard to the part that has not yet been fulfilled after setting a reasonable grace period. The contractor is obliged to provide clarification.

## **5. Payment terms**

The payment terms stated in the offer or order confirmation apply. If the payment deadline is exceeded, we are entitled to charge standard bank interest or, if evidence is provided, higher interest. We are entitled to initially offset payments against older debts. Payment is only deemed to have been made when we can dispose of the amount. Payments by check or draft are not accepted. If circumstances become known that question the creditworthiness of the purchaser, the entire remaining debt can be made due. Subsequent transactions will then be carried out exclusively as cash transactions. We can also demand security such as a bank guarantee. The customer is only entitled to offset, retention or reduction, even if complaints about defects have been made, if the counterclaims have been legally established or are undisputed.

## **6. Defects and warranty**

If the customer is not a consumer, the goods must be inspected for defects immediately upon receipt. Visible defects must be reported to us in writing immediately, at the latest within eight days of delivery, and invisible defects must be reported to us immediately after they become apparent, otherwise the goods are deemed to have been approved. Further processing of delivered goods is deemed to constitute acceptance. In the event of a justified complaint made within the deadline, we will remedy the defect free of charge within a reasonable period of time at our discretion. Alternatively, in appropriate

cases, we can also compensate the customer for the reduced value. If remedying the defect is unsuccessful, the customer can withdraw from the contract. The customer must obtain official approval for installation and commissioning. If the customer delays acceptance, the service is deemed to have been accepted after one week without proof of an objective reason. Other claims by the customer, in particular compensation, are excluded except in cases of intent or gross negligence. In the case of negligently caused material damage and financial loss, the contractor and his vicarious agents are only liable if a material contractual obligation is breached, but the amount is limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded. In any case, the claims are limited to the value of the damaged item. The warranty period is 24 months and begins on the day of collection, delivery and acceptance by the customer. The prerequisite for the warranty is that the customer handles and cares for the items we process in a professionally flawless manner; this applies unless otherwise agreed. We assume no liability for minor color deviations from samples, for example. Color deviations are governed by VdL-RL 10 (guideline for permissible color tolerances for plain-colored powder coatings for architectural applications).

## **7. Delivery reservation, right of withdrawal and disclaimer of liability**

If, after conclusion of the contract, we become aware of circumstances which reduce the customer's creditworthiness, we are entitled to make our claims immediately due, to demand advance payment or security before delivery, to withdraw from the contract or to claim damages for non-performance. Outside of the warranty, our liability is based exclusively on the agreements made above.

## **8. Retention of ownership**

The goods remain the property of the contractor until they have been paid for in full. Processing or transformation always takes place for the contractor as the manufacturer, but without any obligation for him. If the contractor's ownership expires through combination, it is hereby agreed that the client's ownership of the unified item will pass to the contractor in proportion to its value (invoice value). The client hereby assigns to the contractor in full any claims arising from a possible resale or any other legal reason relating to the reserved goods as security. The contractor revocably authorizes the client to collect the claims assigned to the contractor for the contractor's invoices in his own name. This direct debit authorization can only be revoked if the client does not properly meet his payment obligations. If the client behaves in breach of contract - in particular late payment and subsequent withdrawal from the contract - the contractor is entitled to take back the reserved goods or, if necessary, to demand assignment of the client's claims for return against third parties.

## **9. Final regulations**

We are entitled to store, process and transmit standard business data relating to goods and payment transactions using electronic data processing. The contractual relationship between the customer and us is governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Unterwellenborn is agreed as the place of performance and jurisdiction for the contractual relationship with a company. However, we are entitled to sue the customer at his place of residence.

Should individual provisions of the above General Terms and Conditions or of the contract be or become invalid, this shall not affect the validity of the remaining provisions.