



General Terms and Conditions of Sale

§ 1 General and Scope of Application:

1. Our Terms and Conditions of Sale apply exclusively; we do not acknowledge any conflicting terms and conditions or any terms or conditions of the Customer that differ to our own, unless we have explicitly agreed to them in written form. Our Terms and Conditions of Sale will also apply when we are aware of the conflicting or differing conditions of the Customer and effect delivery of the Customer's order without reservation.
2. All agreements between us and the Customer in respect of fulfilling the present contract are to be set down in written form in this contract.
3. Our Terms and Conditions of Sale will only apply to enterprises as defined in Sections 310, 14 BGB [German Civil Code].

§ 2 Conclusion of Contract and Documents:

1. The offers we make are subject to change. A contract will only become effective when we have confirmed the order placement in written form. Failing our written confirmation, the contract will materialize at the latest upon delivery of the order. In this case the delivery note will be deemed to be an order confirmation. The type and scope of our delivery will only be determined by our written order confirmation.
2. We reserve our proprietary rights and copyrights on all documents – including in electronic form - such as drawings, specifications, and calculations etc. that are surrendered to the buyer when placing an order. These documents may not be made available to third parties unless we give you our express written permission to do so. Insofar as we do not accept the buyer's offer within the period of 2 weeks, the documents must be returned to us without delay.

§ 3 Prices and Conditions of Payment:

1. Unless otherwise detailed in the order confirmation, our prices will apply "ex works" (D-73230 Kirchheim-Teck, Hegelesberg 3), and will not include packaging; this will be billed separately in an invoice.
2. The value added tax required by law is not included in our prices. On the day of billing, it will be shown separately in the invoice.
3. The deduction of discount will be subject to specific written agreement.
4. Unless otherwise obvious from the order confirmation, the purchase price will be due for payment (without deduction) within 30 (thirty) days as from the date of invoice. Should the Customer default in payment, we will be entitled to charge penalty interest of 8% p.a. in excess of the respective basic interest rate of the European Central Bank. If we are able to provide evidence of greater damages due to default in payment, we will be duly entitled to claim for such damages. The Customer, however, will be entitled to provide evidence that we have suffered no damages, or significantly less damages, as a result of said default in payment.
5. The Customer will only be entitled to offset or retain payment if its counterclaim is undisputed by us or has been established by declaratory judgement. The Customer will not be entitled to retain money for disputed counterclaims.
6. All fees, taxes and costs incurred in fulfilling the contract will be borne by the Customer.
7. Unless a fixed price agreement was made, reasonable price changes due to changes in wages, materials and sales costs for deliveries taking effect 3 months or more after the conclusion of the contract, shall remain reserved.
8. The customer shall only be entitled to practice a retention, if his counterclaim is based on the same contract relationship.

§ 4 Delivery Period:

1. The beginning of the delivery period we specify will be subject to the prior clarification of all technical issues.
2. Compliance with our duty to deliver will be subject to the proper and timely fulfillment of the duties of the Customer.
3. Should the Customer default in acceptance or violate other duties relating to his own involvement, we will be entitled to call for compensation for the damages, including any additional expenses caused. In this case, the risk of incidental loss or deterioration of the item purchased will pass to the Customer as from the moment the Customer defaults in acceptance.
4. Our deliveries will fundamentally only be made in full package units.

§ 5 Transfer of Risk and Packaging Costs:

1. Unless otherwise specified in the order confirmation, the agreed delivery will be "ex works" (D-73230 Kirchheim-Teck, Hegelesberg 3), except packaging.
2. The return of transport and other packaging will not be accepted. The Customer undertakes to ensure disposal of the packaging at his own expense.
3. Should the Customer so wish, we will provide insurance cover for the transport of the consignment, any costs thus incurred being borne by the Customer

§ 6 Warranty and Notice of Defects:

1. The Customer's warranty rights will depend on the Customer having properly met its responsibilities owed in inspecting the consignment and filing objection subject to Sections 377 HGB [German Commercial Code].
2. Warranty claims are subject to a limitation period of 12 months after delivery of goods supplied by us to our purchaser. For damage caused by intentional misconduct, by gross negligence and in the case of negligent causation of harm to life, body and health, which are based on a deliberate or negligent breach of duty, the statutory limitation period shall apply. (Note: For the sale of used goods the warranty period can be excluded entirely except for the damage claims mentioned in sentence 2). If in accordance with § 438 Para. 1 No. 2 of the German Civil Code (BGB; regarding buildings and goods for buildings), §445 b of the German Civil Code (BGB regarding the right of recourse) and § 634a Para. 1 of the German Civil Code (BGB; regarding construction defects) prescribe longer periods as mandatory, these apply. Our consent must be obtained prior to any return of goods.
3. If in spite of all due care, the shipped product should have a defect, which was already present at the time of the transfer of the risk, we will, at our choice, either repair the goods or supply replacement goods, provided that the notice of defects was given in due time. We shall at all times be granted opportunity for subsequent performance within a reasonable period of time. Recourse claims shall remain unaffected by the above regulation without restriction.
4. If the post-performance fails, the customer notwithstanding possible claims for damages - may withdraw from the contract or reduce the compensation.
5. Defect claims do not apply if there is only a minor deviation from the agreed nature of the goods or only a minor impairment of serviceability, where there is natural wear and tear which arise after the passage of risk due to incorrect or negligent handling, excessive stress, unsuitable equipment, imperfect workmanship, unsuitable building ground or which arise due to special external circumstances, which are not presupposed in accordance with the contract. If the customer or third parties carry out alterations or repair work improperly, no warranty claims shall be accepted for these and for the ensuing consequences.
6. Claims of the purchaser derived from the expenses required to satisfy subsequent obligations, in particular, transport, travel, labour and material costs are excluded as far as the expenditures are increased because the object of the delivery has been forwarded to a different location than the customer's delivery address, unless such transport is consistent with the goods' intended use.
7. Customer's claims for indemnification against us shall only exist to the extent that the buyer has not reached any agreements with his buyer which go beyond the statutory warranty claims. Furthermore, as for the scope of the purchaser's right of recourse against the supplier, Paragraph 6 applies accordingly.

§ 7 Liability:

1. Contractual and out-of-contract claims to compensation filed by the Customer against us, our legal representatives, vicarious agents and employees, irrespective of their nature and legal foundation, e.g. derived from unlawful action, will in any case be ruled out, unless these are foreseeable, typical damages derived from the violation of major contractual duties or if the damages are attributable to intentional and/or grossly negligent violations of duty on our part, on the part of our legal representatives or vicarious agents.
2. This ruling on liability will also apply to the consultation we provide, both written and verbal, as well as during the course of trials or otherwise; the Customer will in particular not be discharged from checking itself the suitability of the delivery for its intended use.
3. Claims subject to the Product Liability Act will be unaffected by the present exclusion of liability.

§ 8 Retention of title

1. We retain title to the items delivered and purchased (the goods) until all payments due through business relations with the Customer have been received. In the case of a breach of contract on the part of the Customer, particularly if the Customer defaults in payment, we will be entitled to take back the purchased goods. In taking back the purchased goods, we are not revoking the contract, unless we have explicitly declared such revocation. After taking back the item purchased and after threatening to make use thereof, we will be authorized to offset the proceeds from said use against the Customer's liabilities and deduct the corresponding costs of use.
2. The Customer undertakes to handle the purchased item carefully as long as the property has not yet officially been handed over to him. In particular, the Customer undertakes to insure it adequately, at its own expense, against fire, water and theft at reinstatement value. Where maintenance and inspection work is required, the Customer will have this carried out in good time at its own expense.
3. In cases of attachment or other third-party intervention, the Customer will inform us thereof immediately in written form so that we are able to take legal action subject to Section 771 ZPO [German Code of Civil Procedure]. Where the third party is not in a position to refund the court or out-of-court costs of legal action subject to Section 771 ZPO, the Customer will be liable for the loss we sustained.
4. The Customer will be entitled to resell the item purchased in the course of conventional business practice. However, the Customer will now herewith assign all claims in the amount of the final invoice (including value added tax) to which it is due from the resale from its own customer or third parties, irrespective of whether the item purchased has been sold without or after further workmanship. The Customer will remain authorized to collect the amount due, even after assignment. Our own authority to collect the amount due will not be affected hereby. Nevertheless, we undertake not to collect the amount due for as long as the Customer satisfies its own payment commitments from the proceeds from the resale, does not default in payment and, in particular providing no petition is filed for insolvency or if payments cease. Should this be the case, however, we will be able to require the Customer to provide us with the details of the assigned claims and their debtors, and all information needed for collection purposes, to hand over the relevant documentation and notify the (third party) debtors of the assignment.
5. The reworking or reshaping of the purchased item by the Customer will always be undertaken on our behalf. Should the
6. purchased item be worked together with other items that do not belong to us, we will acquire co-ownership of the new item in the ratio of the value of the purchased item to the other worked items at the time of said processing. In all other respects the same will apply for the item created from the reworking as for the item purchased and conditionally delivered.
7. If the item purchased is mixed so as to be inseparable from the items that do not belong to us, we will acquire co-ownership of the new item in the ratio of the value of the purchased item to the other items intermixed therewith at the time of said mixing. Should the mixing process be such that the item of the Customer is to be considered the main part, it is deemed agreed that the Customer transfers proportional co-ownership thereof to us. The Customer will safe keep the exclusive or co-ownership on our behalf.
8. The Customer will also assign to us all claims accrued in respect of a third party through the combining of the item purchased with real estate, in order to secure our claims against the Customer.
9. At the request of the Customer, we undertake to release any securities to which we are entitled, providing the realizable value of our securities is more than 10% in excess of the claims to be secured. We will be responsible for selecting the securities to be released.

§ 9 Place of Jurisdiction/ Place of Performance:

1. In the event the Customer is a businessperson, the place of jurisdiction will be our registered seat of business. We are, however, also entitled to bring action against the Customer at the Customer's place of residence.
2. Unless otherwise stipulated in our order confirmation, the place of performance will be our registered seat of business.
3. The law of the Federal Republic of Germany will exclusively apply, to the exclusion of the United Nations' Convention of Contracts for the International Sale of Goods).

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