

General Terms and Conditions - Imprint and GBT

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General Business Terms (General terms and conditions) of H. Costenoble GmbH & Co. KG, Status July 2009:

1. Validity: The sale of our products and other services is subject solely to the General Conditions of Sale below. Purchasing conditions of the ordering party which deviate from these are herewith contradicted. At the latest, with the acceptance of our goods or other services by the purchaser, the sales conditions are taken as accepted without reservation – even in the case of his prior contradiction. Deviations from these sales conditions require our express agreement in writing for each individual contract in order to become effective. These sales conditions apply only to companies within the meaning of § 14 BGB (German Civil Code), any legal person, whether governed by public law or a public sector fund within the meaning of § 310 para. 1 of BGB.

2. Quotations: Our quotations are made freely and are non-binding. Samples and specimens are non-binding. If not stated otherwise in the order conformation, we give no quality guarantee of any type, with the exception that the goods are to the standard quality. The products are delivered in standard packets so that we reserve the right to deviate, depending on the ordered quantity, by up to and including 2.5 % more or less than this quantity. Definitive for the calculation is the weight given or determined by the seller or manufacturer.

Purchase contracts come about only when we have confirmed in writing or a tacit delivery has taken place.

3. Prices: Unless otherwise agreed, the prices valid on the day of delivery or service plus the relevant value-added tax shall apply. The prices are, unless otherwise agreed, understood as for goods deliveries ex works or warehouse, including our standard packaging. Unless otherwise agreed, the purchaser

bears the transport costs and all taxes, customs duties and charges associated with the delivery with the exception of costs for a supplementary performance.

If a carriage-paid delivery of goods has been agreed, the carriage paid includes delivery to the recipient's point of delivery, excluding in-house freight, without an alteration to the place of fulfilment according to Clause 11 being agreed. Additional costs because of a special type of shipment requested by the purchaser (e.g. express goods, express freight, air freight) are borne by the purchaser.

4. Shipment: Transfer of risk: Shipment always takes place at the risk of the purchaser. With the delivery of the goods to the transport company, at the latest on leaving our works or warehouse (with third-party transactions of the works or warehouse of our subcontractor), the risk is transferred to the purchaser.

5. Delivery: The delivery dates given by us indicate regularly the provisional delivery date, which we will endeavour to observe. Agreed delivery dates apply only under the presumption of clarification in good time of all contract details and fulfilment in good time of all the purchaser's obligations. If a delivery date that has been expressly agreed in writing is not observed due to our fault, the purchaser shall grant us an extension an appropriate extension period in writing. If this extension period is not observed due to our fault, the purchaser has the right to withdraw from the contract. Claims for damages by the purchaser due to the delay are determined by Clause 10.

Circumstances or occurrences for which we are not responsible, which despite applicable precautions taken, delay the delivery, make it impossible or unreasonably difficult, e.g. war, force majeure, accidents, traffic or operational disturbances, shortages of raw material or power, strike or lockout, even when they occur at our subcontractor, release us from the delivery obligation for the duration of the obstruction to a reasonable initial period extension. If the obstruction can probably not be ended within a reasonable time, we are entitled to withdraw from the contract, completely or partially, without an obligation to make a subsequent delivery.

If the purchase comes in default of acceptance or violates culpably any duties to cooperate, we are entitled to claim damages, including any additional expenses. Any further legal claims remain unaffected.

6. Payment: Our invoices for goods deliveries are payable within the agreed payment targets. Our invoices for services and licence charges are to be paid within 10 days of invoice date, without deduction.

Timeliness of the payment is determined by the date at which the amount is unreservedly available to us. We accept cheques on account of performance. Payment by bills of exchange is excluded. If the

payment deadline is exceeded or if an incomplete payment is made before the deadline, the purchaser is in arrears at the latest 30 days after the due date and receipt of invoice, even without a warning. We are entitled, irrespective of any other claims, to demand interest from the start of arrears at the rate of 8 % above the current basic rate in accordance with § 247 of the German Civil Code (BGB). If the purchaser is in arrears or there is reasonable doubt about his ability to pay, we are authorised to make all demands due against him with immediate effect and/or require sureties even before delivery, to hold back outstanding deliveries to him and completely or partially other contracts or, after expiry of an unsuccessful setting of a reasonable grace period by us, to rescind existing contracts.

The purchaser can only set off with undisputed demands or those have been upheld by final decision of a court of competent jurisdiction or only exercise a right of retention because of claims that are based to the same contractual relationship.

7. Ownership rights: The goods delivered remain our property until the purchase price has been paid in full and until settlement of all existing demands or of those arising in the future from the business relationship with the purchaser of our property (reserved goods). The purchaser is entitled to sell the reserved goods in the context of an orderly business conduct so long as he meets his contractual obligations to us. He is not allowed to pledge the goods or use them as security; he must notify us without delay of any infringement of our property rights.

If the purchaser does not fulfil his contractual obligations to us, we are authorised to demand the handing over of the reserved goods; the purchaser has no right of ownership in this respect. The purchaser assigns to us already with the purchase of the reserved goods, all receivables, including all accessory rights. He remains authorised, until further notice, to collect his assigned receivables to us. The purchaser is obliged, when requested by us, to inform us of the amount of his demands and the names of the third-party debtors.

If the reserved goods are processed, we are considered as manufacturer and acquire ownership of the new object. In this case, the expectant right of the purchaser to the purchased object continues at the newly manufactured object. If the processing takes place together with other materials, we acquire a co-ownership of the manufactured object in the proportion of the gross invoice value of the reserved goods to the other materials. If in the case of a connection to, mixing or blending with another object, this is to be regarded as the main object, the co-ownership of the object to the extent of the gross invoice value of the reserved goods is transferred to us. If the value of the sureties transferred to us exceeds our total demands against the purchaser by more than 10 %, we are ready at any time, when requested by the purchaser, to retransfer the security rights in this respect at our choice back to the purchaser.

8. Information: Consultancy: All verbal and written information about suitability and application possibilities of our products are made to the best of our knowledge. The purchaser is not freed from the responsibility of performing own checks of the goods to convince himself of their suitability for the intended use.

9. Claims for defects Claims for defects made by the purchaser assume that he has properly fulfilled his obligations in respect of investigation and right to make a claim for defects in accordance with § 377 of the HGB (German Commercial Code). The complaint is to be sent to us in writing within three days. In the case of obvious defects according to § 377 of the HGB (German Commercial Code), the complaint period begins with the receipt of the goods; in the case of defects that appear later, from the time of their detection. The limitation period for claims for defects is 12 months from delivery of the object. The limitation period in the case of recourse according to §§ 478, 479 of the German Civil Code (BGB) remains unaffected.

Claims for defects by the purchaser are excluded when the defect arises from the goods supplied being transported, stored, handled or processed in an incorrect way. Claims for defects due to natural use or natural wear are also not accepted. If the object is defective at the time of the transfer of risk, the purchaser has according to our choice, a claim to the removal of the defect or supply of a defect-free object (supplementary performance). If the supplementary performance fails, the purchaser is entitled to the choice of requesting a justified cancellation or a reduction in price. Apart from that, claims for damages due to defects are determined according to Clause 10.

10. Liability: We shall be liable for intent and to the value of the goods in the case of gross negligence. We are also liable for culpable breach of major contractual obligations and for fraudulent concealment of a defect. With slightly negligent violation of essential contract duties, our liability is limited to typical contract, predictable damages. Liability due to culpable injury to life, the body or health remain unaffected; this applies also to the liability according to the German Product Liability Act and the German Medicines Act. Further claims for damages are excluded.

11. Place of fulfilment: Place of fulfilment for our supplies is the particular dispatch location. Place of fulfilment for payment obligations of the purchaser is Frankfurt am Main.

12. Applicable law: Court of jurisdiction: The relevant law of the Republic of Germany under exclusion of the UN Sales Convention applies for all legal relationships between the purchaser and us. Court of jurisdiction for all legal disputes is Frankfurt am Main. We can however also sue the purchaser in the courts of his general court jurisdiction.

13. Miscellaneous: Should individual provisions be or become invalid or contain a loophole, the validity of the remaining provisions shall not be thereby affected. The parties undertake to replace the invalid regulation with a legally permissible provision which most closely corresponds to the economic purpose of the invalid provision or fills this loophole.

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