General Terms and Conditions of Sale for International Sales of Grässlin Süd GmbH

1. Application
(1) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
(2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

2. Prices, Payment
(1) Prices are FCA, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.
(2) The purchase price is due and payable net within 30 days from the date of the invoice. From the due date interest in the amount of 9% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

3. Offset, Retainer
The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

4. Delivery
(1) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.
(2) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

5. Passing of Risk, Shipment
If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch.

6. Retention of Title
(1) We retain title to the goods until they are paid in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.
(2) The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.
(3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.

7. Warranty
(1) We warrant that the Merchandise is fit for use as provided by the contract and meets, at the time of delivery to the carrier, the specifications set forth in the order confirmation.
(2) The purchaser has to examine the Merchandise within 4 working days after receipt from the carrier for any defect and has to give notice thereof to us in writing without delay. In case of hidden defects the period for notice of defect shall commence upon discovery of the defect.
(3) If the Merchandise has a defect, the purchaser shall have the right to demand is entitled to alternative performance in the form of delivery of conforming goods whereas other legal remedies are excluded. If we refuse to deliver conforming goods, or attempts to deliver conforming goods have failed twice and it is not reasonable to subject the purchaser to further attempts, then the purchaser shall have the right to either terminate the agreement or demand a reduction of the purchase price. Other remedies of the purchaser shall continue to be excluded.
(4) These are the purchaser's exclusive remedies for breach of the agreement because of delivery of a defective Merchandise. In particular, the purchaser does not have any right to claim damages because of a defect of the Merchandise, or because of consequential damages caused by a defect and harming individuals, property or assets of the purchaser.
(5) Warranty claims shall be time-barred after 12 months of the passage of risk.

8. Applicable law, Jurisdiction
(1) The legal relationship of the parties shall be governed by German law with the inclusion of United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods.
(2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Villingen-Schwenningen, Germany.