

# General Terms and Conditions

## of CT Cliptechnik Deutschland GmbH

### § 1 Scope

(1) The following General Terms and Conditions apply exclusively between CT Cliptechnik Deutschland GmbH - hereinafter referred to as CLIPTECHNIK - and companies, legal entities governed by public law or special funds governed by public law within the meaning of § 310 para. 1, 14 German Civil Code (BGB) - hereinafter referred to as the "Buyer" -.

(2) Deviations and terms and conditions which the Buyer desires and which contradict these terms and conditions shall not become part of the contract even if CLIPTECHNIK does not expressly object to them again.

(3) Agreements before and at the conclusion of the individual contracts between the parties are only effective if they are made in writing.

### § 2 Conclusion of the contract

(1) The offers of CLIPTECHNIK are non-binding.

(2) The acceptance of orders by CLIPTECHNIK only takes place by written order confirmation.

(3) If CLIPTECHNIK gives the Buyer a written order confirmation, its content shall be deemed binding for both parties, unless the Buyer objects within a period of two weeks after receipt of the order confirmation.

(4) The documents belonging to the offer, such as illustrations, catalogues, brochures, drawings, weights and measurements, are only approximate, unless they are expressly stated as binding.

(5) Technical changes as well as other changes of the delivery item are reserved, as far as the delivery item is not fundamentally changed and the changes are not unreasonable for the Buyer.

(6) If the intended purpose of the purchased item has been agreed in the contract, CLIPTECHNIK will take into account the resultant generally applicable requirements.

(7) If the Buyer is obliged under the contract to provide CLIPTECHNIK with information for the manufacture of the goods or their specification, and if they fail to comply with this obligation in good time, CLIPTECHNIK shall be entitled to determine the specification themselves and then to manufacture the goods. The same applies to special customs or national regulations of the destination country.

### § 3 Delivery

(1) The delivery period begins on the day of the signing of a written purchase contract or the dispatch of the order confirmation.

(2) The delivery period is met if the delivery item has left the warehouse of CLIPTECHNIK or the readiness for dispatch has been notified by the time it expires.

(3) If payment in advance has been agreed, CLIPTECHNIK - regardless of the expiry of the delivery period - is obliged to deliver when the Buyer has made the advance payment at the earliest.

(4) A delivery period agreed in writing shall be reasonably extended if its non-compliance is due to force majeure, e.g. mobilisation, war, riot, strike, lockout, seizure, embargo or the occurrence of other unforeseen events, where the obstacles cannot be removed by reasonable means and which lie outside the area of responsibility of CLIPTECHNIK. The same applies, if such circumstances occur with subcontractors or suppliers. CLIPTECHNIK will inform the customer about the respective obstacles and their duration.

(5) Partial deliveries and early deliveries are permitted provided that these are reasonable for the Buyer.

(6) If the Buyer does not fulfil his obligation to cooperate on time in accordance with § 2 (7), CLIPTECHNIK shall be entitled to demand compensation from them for the loss caused by the delay.

### § 4 Transport

(1) At the request of the Buyer, CLIPTECHNIK will conclude a transport contract in the name of the Buyer to dispatch the goods. The choice of the means of transport, if there are no explicit instructions from the Buyer, is made by CLIPTECHNIK after due consideration.

(2) The Buyer hereby assigns to CLIPTECHNIK their claims from the forwarding/transport contract, which CLIPTECHNIK has concluded in his name, CLIPTECHNIK accepts this assignment. This assignment is conditional on the fulfilment of the purchase price claims of CLIPTECHNIK towards the Buyer in respect of those delivery items that were the subject of the forwarding/transport contract.

(3) Delivery and/or shipping to embargoed countries and/or to legal entities or individuals affected by international sanctions is excluded.

### § 5 Transfer of risk

(1) Delivery is at the risk and expense of the Buyer; this also applies if CLIPTECHNIK accepts the shipping costs in individual cases or does not ship them from the place of performance.

(2) The risk shall be transferred ex works to the Buyer in accordance with Incoterms valid at the time.

(3) If the shipment is delayed as a result of circumstances for which the Buyer is responsible, the risk shall pass to the Buyer from the date of readiness for shipment; in this case, however, CLIPTECHNIK is obliged to take out insurance on its behalf at the request and expense of the Buyer.

### § 6 Default of acceptance and right to rescind

(1) If the Buyer defaults on the acceptance of the delivery item, CLIPTECHNIK® can give the Buyer a reasonable period of time to accept delivery, with the declaration that it refuses to accept delivery after the expiration of the period. If the Buyer is in default of acceptance, then CLIPTECHNIK is entitled to claim from them compensation, without proof, in the

amount of 12.5% of the invoice value of the delivery item. The Buyer is permitted to prove that CLIPTECHNIK has incurred significantly lower loss or no loss.

(2) CLIPTECHNIK is entitled to rescind the contract if, after the conclusion of the contract, facts become known which were not known at the time of conclusion of the contract, without gross negligence, and which make the creditworthiness of the Buyer appear doubtful or the circumstances relevant to the conclusion of the contract have changed significantly with the Buyer.

(3) Rescission by CLIPTECHNIK is excluded, if the Buyer has paid in advance.

(4) CLIPTECHNIK must warn the Buyer before rescission in accordance with § 6 para. 1 to 2 and set a reasonable deadline of one month.

### **§ 7 Price and payment**

(1) Prices are ex CLIPTECHNIK warehouse.

(2) The prices are subject to change, therefore CLIPTECHNIK is entitled to charge the prices valid on the day of dispatch in accordance with the respectively valid price list.

(3) VAT shall be added to the prices at the statutory rate. Payments shall be made without any deductions and free of transaction charges to the designated account(s) of CLIPTECHNIK on the agreed date, unless otherwise agreed. The following terms of payment apply:

a) Cash upon delivery.

b) Invoices are due immediately, discounts are excluded.

c) Payments with bills of exchange or cheques are excluded.

The receipt of money in the account of CLIPTECHNIK is authoritative.

(4) If the Buyer defaults, then CLIPTECHNIK is entitled to demand the statutory default interest from the beginning of default.

(5) The right of the Buyer to assert a lower loss, and the right of CLIPTECHNIK to assert a higher loss caused by default, are not affected by this. In the case of a perceptible deterioration of the Buyer's financial circumstances, his cessation of payment, over-indebtedness, the application for insolvency proceedings over his assets, etc., all claims are immediately due for payment. In these cases, CLIPTECHNIK is entitled to demand advance payments or securities.

(6) Set-off by the Buyer is only permitted if the counter-claims of the Buyer have been recognized by CLIPTECHNIK or legally established.

### **§ 8 Notice of defects**

(1) Any complaints due to incomplete or incorrect delivery must be made in writing immediately, but no later than within 3 working days, after delivery.

(2) If the goods are defective and have not yet been sold, CLIPTECHNIK shall be entitled, without prejudice to the rights pursuant to Section 377 (2) German Commercial Code (HGB) and without prejudice to the rights pursuant to Section 377 (3) German Commercial Code (HGB), to remedy the defect or deliver a defect-free product. If the goods have been moved to a place other than the place of performance, CLIPTECHNIK shall not be liable for the additional costs required to carry out the remedial measures.

(3) If CLIPTECHNIK does not comply with the duty of supplementary performance (defect removal, replacement delivery), the Buyer may, if CLIPTECHNIK unsuccessfully sets a reasonable deadline for supplementary performance, rescind the contract.

(4) If CLIPTECHNIK refuses to remedy the defect, if the rectification has failed or is unreasonable for the Buyer, no rescission of the deadline by CLIPTECHNIK is required for the resignation.

(5) The Buyer does not have a right of reduction. This also applies if the goods are resold after the discovery of the defect, unless the subsequent performance had failed, was not made or refused by the deadline or unacceptable.

(6) If the goods are defective and have been resold without any of the preconditions for the exclusion of the reduction in accordance with paragraphs 2 and 5, the Buyer has the right to reduction.

(7) The warranty obligation of CLIPTECHNIK is void if errors or changes to the delivered goods are due to inappropriate and improper use, natural wear and tear, faulty or negligent treatment on the part of the Buyer or third parties. The warranty obligation shall also be cancelled by changes or repairs undertaken by the Buyer or third parties inappropriately or without the prior consent of CLIPTECHNIK.

### **§ 9 Retention of title**

(1) The delivered products shall remain the property of CLIPTECHNIK as reserved goods until all claims have been settled, regardless of the legal grounds, including future or contingent claims, including those arising from contracts concluded at the same time or later. This also applies if payments are made on specially designated claims.

(2) For a current invoice, the reserved goods are deemed to be the security of the balance claim of CLIPTECHNIK.

(3) The Buyer is in principle entitled to resell the goods in the ordinary course of business. In order to secure CLIPTECHNIK's outstanding claims against the Buyer, the Buyer assigns its claim arising from the resale to its customer to CLIPTECHNIK. CLIPTECHNIK accepts these assignments. As long as CLIPTECHNIK is still the owner of the reserved goods, it is entitled at any time to revoke the authorisation for resale.

(4) The Buyer is revocably authorised to collect the assigned claim at any time.

(5) The authority of CLIPTECHNIK to collect the claims itself remains unaffected; however, CLIPTECHNIK undertakes not to collect the claims as long as the Buyer duly fulfils his payment obligations.

(6) The Buyer is obliged to notify CLIPTECHNIK on request of the claims assigned to it and its debtors, to provide all information necessary for collection and to hand over the pertinent documents.

(7) As long as the retention of title exists, pledging, transfer by way of security, leasing or any other transfer of the object of purchase that interferes with the security of CLIPTECHNIK and its modification are only permitted with the prior written consent of CLIPTECHNIK.

(8) In the case of access by third parties, in particular in the case of seizure of the object of purchase or upon exercise of the lessor's lien, the Buyer shall immediately notify CLIPTECHNIK in writing and inform the third party without delay of the retention of title of CLIPTECHNIK.

(9) If the securities in favour of CLIPTECHNIK from retention of title, transfer by way of security and assignment in advance exceed the total amount of CLIPTECHNIK's claims against the Buyer by more than 20%, then CLIPTECHNIK shall be obliged to re-transfer to that extent on request of the Buyer.

#### **§ 10 General limitations of liability, prohibition of assignment**

(1) The liability of CLIPTECHNIK is based exclusively on the agreements made in the preceding sections.

(2) Claims for damages of the Buyer due to culpa in contrahendo, positive breach of contract and tort are excluded, unless they are based on the intent or gross negligence of CLIPTECHNIK or its vicarious agents or on a breach of a cardinal obligation.

(3) The Buyer is obliged to report damages and losses, for which CLIPTECHNIK has to pay, without delay and to have them recorded by CLIPTECHNIK.

(4) The Buyer is not entitled to assign claims against CLIPTECHNIK to third parties without the express prior consent of CLIPTECHNIK.

#### **§11 Data protection regulations**

The processing of personal data of the customer is based on our privacy policy. This can be found in the current version in the privacy section of the website at [www.cliptechnik.de](http://www.cliptechnik.de).

#### **§ 12 Place of performance, jurisdiction, applicable law**

(1) The place of performance for deliveries and payments is the registered office of CLIPTECHNIK,

place of jurisdiction for all disputes arising between the contracting parties is either CLIPTECHNIK's choice of Dresden or the general place of jurisdiction of the Buyer.

(2) The relationships between the contractual partners are governed exclusively by the law of the Federal Republic of Germany, the application of the UN Convention on the International Sale of Goods is expressly excluded.

(3) Should individual provisions of these General Terms and Conditions be or become ineffective, their validity shall not be affected.

An ineffective provision shall be replaced by a valid provision which comes as close as possible to the economic content of the invalid one.

As of June 2018