

General Terms and Conditions of Sale LA 19



- The following Terms and Conditions of Sale in conjunction with our order confirmations apply exclusively to all and all future contracts and deliveries. We are not bound by any contradictory conditions of purchase of the customer, even if we do not explicitly object to these. When accepting the delivered goods at the latest the customer declares his agreement to these Conditions of Supply. Verbal supplementary agreements, assurances, changes to the contract and these conditions shall require our written confirmation to be valid. Data will be stored on an IT system for the purpose of order processing.
- All prices are ex works Bad Camberg, plus the statutory rate of Value Added Tax. Tolls will be charged to the customer. Any extra packaging required will be charged at the cheapest possible rate. Our packaging complies with the requirements of the new Packaging Ordinance. If packaging is not charged separately we reject packaging refund or return.
- Delivery takes place for the account and risk of the recipient. The goods must be unpacked in the presence of the carrier and examined for damage and completeness. No subsequent repair shall otherwise be possible in the case of film packaging. The regulations of the carrier must be observed. Inspection duties within the framework of Section 377 German Commercial Code (HGB) shall explicitly continue to apply.

Prerequisite for compliance with delivery deadlines is the correct and punctual delivery by suppliers. If our delivery is delayed and a period of grace set by the customer passes without being used, the purchaser shall be entitled to withdraw from the contract. The withdrawal should be declared without delay in writing following the expiry of the statutory period of grace.

If the delivery is delayed by circumstances for which we are not responsible, such as force majeure, labour disputes, unrest, official measures, failure to receive supplies from our suppliers and other unforeseeable, unavoidable serious events, the delivery deadline will be extended by the duration of this delay and an appropriate period of grace.
- We are liable for the perfect execution and workmanship of our products. The warranty provisions of the manufacture shall apply to all parts not manufactured by us.

The warranty period is 12 months insofar as statutory provisions do not stipulate a mandatory longer warranty period.

Within the warranty period we undertake to carry out remedial work within an appropriate period for both parties. If the remedial work is unreasonable for us or the purchaser, there shall be a right to replacement delivery. If remedial work or replacement delivery fails the purchaser shall be entitled to a reduction in the purchase price or to withdraw from the agreement. Other claims shall be ruled out.

Therefore we shall only be liable for damage to the actual goods themselves. In particular we shall not be liable for lost profit or other financial losses of the purchaser.

This liability limitation shall not apply in the case of wilful intent or gross negligence on the part of our legal representatives or executive employees or in the event of culpable infringement of substantial contractual duties. In such cases we shall only be liable for damage that is foreseeable and typical of this type of agreement.

Where our liability is excluded or limited this shall also apply to the personal liability on the part of our employees, legal representatives and vicarious agents.

Place of performance for subsequent performance is the original delivery location.

There shall be no liability for damage arising through wear. Claims for any defects arising during the warranty period should be asserted immediately on discovery.

If warranty work is performed by third parties or by the purchaser without our explicit prior agreement, the entitlement arising from our warranty shall no longer apply. Similarly there shall be no liability for defects that arise through defective storage, incorrect operation or use.
- The specified delivery period is not binding. We pass on the arrival times specified by the carrier without any obligation and we shall also not be liable for consequential damage.
- The valid price on the day of delivery shall be charged.
- Cash payment within 8 days of the invoice date is with 2% discount, otherwise payment is net within 30 days. Invoice amounts below € 50.00 must be paid without deducting discount. It is not possible to pay by cheque.

Interest of 8 % above the respective base rate shall be calculated from the due date in the case of default. Discounts and other benefits shall be granted on the condition that all of our demands are satisfied as agreed. In the case of default on the part of the purchaser we shall be entitled to revoke any agreed discounts and other benefits. Following written notification to the purchaser we shall be entitled to discontinue our obligations until payments have been received.
- The supplied goods shall remain our property until the accounts receivable have been paid in full (reservation of title on the balance). If the value of the securities we have exceeds the total accounts receivable by more than 10% then we shall be obliged to release securities of our choice if the purchaser demands this. Resale is only permitted for commercial distributors within the framework of a proper business transaction. If the customer has unpaid goods then he shall assign his rights to the purchase price arising from resale to us up to the amount of our accounts receivable and shall be obliged if asked to name the purchaser to us and to maintain our reservation of title by extending it to him. If unpaid goods have been installed or inserted into a building so that they become a substantial part of it, then the customer must inform us of this giving appropriate advance notice and assign his claims arising from it to us now. Disposals of goods that have not been paid for and that do not lead to a transfer of accounts receivable (e.g. because assignment is prohibited) shall only be permitted with our written agreement.

In the case of insolvency, our reservation of title shall extend to all goods we have supplied that form part of the assets or are in them, also those already paid for by the purchaser, until all of our outstanding accounts have been paid. If the purchaser stops payment before paying for the goods we have delivered, pursuant to Sections 47, 48 German Insolvency Act (InsO) we have the right to segregate the goods or demand substitute segregation.
- Place of performance for both parties is the registered office of the supplier. If the customer is a registered merchant or has no general place of jurisdiction in Germany, Limburg shall be the agreed venue.
- Drawings are not binding. We reserve the right to make design changes.
- Information that ladders correspond to accident prevention regulations, standards and similar is provided to the best of our knowledge and belief but is not binding. Where designs deviate additional terms should be concluded.
- Weights specified are approximate values to compare weights of wood, plastic, lightweight steel and aluminium ladders and to determine freight costs. However, the information is not binding and not decisive for delivery.
- Some of the dimensions in brochures are compiled for different models of ladder and rounded up or down. Please let us know if you require accurate dimensions.
- If we agreed to a customer request to exchange or take back the product then he must bear all costs arising from this (the goods must still be in a perfect, new state). The exchange or taking back of goods is excluded in the case of special equipment (non-standard items) and Vario-Step. Intermediate sizes result in additional charges.
- For transport-related reasons bulky equipment (e.g. platform ladders) and accessories (e.g. hooks) are delivered dismantled or unassembled.
- Our liability shall only apply to the above mentioned conditions. All claims that have not been explicitly agreed therein, also damage claims, irrespective of legal reason, shall be excluded. In particular this applies to damage claims arising from an infringement of duties when commencing contractual negotiations and initiating contractual obligations and from tort. This liability limitation shall not apply in the case of wilful intent, in the case of gross negligence on the part of our statutory representatives or executive employees or in the case of culpable infringement of substantial contractual duties. The liability limitation shall furthermore not apply in cases where there is liability for personal injury and damage to property for privately used objects pursuant to product liability law if the products delivered are faulty. It shall also not apply if there is injury to life and limb or damage to health or in the case of faults in agreed properties if, and to the extent that, the very purpose of the agreement is to protect the purchaser against damage not sustained on the delivered goods themselves. Where our liability has been excluded or limited, this shall also apply to the personal liability of our employees, legal representatives and vicarious agents.
- Deliveries to the USA/Canada are precluded.
- Our General Terms and Conditions of Sale apply exclusively, in particular also to regulate any corresponding conditions of the purchaser.