

# The General Terms and Conditions of Sale of PEWETA KG (GmbH+Co.), Hamburg

## 1. General

The following terms and conditions alone shall apply to all contracts for sale and contracts for work and materials concluded with us and to any offers made by us, if and to the extent that nothing to the contrary is agreed in writing. The general terms and conditions of the purchaser shall not apply, even if we do not expressly repudiate them.

## 2. Offers, product documentation and the acceptance of orders

Until such time as an order is confirmed in writing, any offers made by us shall remain non-binding on us. Only our written confirmation of the order shall stipulate the scope of the delivery or performance to be given. Any technical specifications and descriptions which are set out in offers or brochures or any other printed material and on the internet shall only be binding if they are designated as binding in the confirmation of the order.

We reserve the right to make any changes as the result of technical progress, as well as any optical changes, to the extent that such changes are not detrimental to the client and are reasonable.

Orders submitted by the purchaser shall only be deemed to have been accepted when they have been confirmed by us in writing, either by fax or by e-mail, by dispatch of the goods or by the issue of an invoice. Cancellations of and changes to orders shall only be valid after our written confirmation thereof has been received.

## 3. Prices and conditions of payment

To the extent that nothing is expressly agreed to the contrary, our ex works prices (EXW Incoterms 2020) from Hamburg shall apply, plus a fixed sum in respect of packaging and transport and value-added tax at the statutory rate. No shipping insurance cover is included in our prices.

The purchaser may only set off any counter-claims which it may have if such counter-claims are not disputed or if they have the force of *res judicata*. The same shall apply to the enforcement of any rights of retention.

## 4. Delivery periods and delivery conditions

Delivery periods shall be deemed to have been complied with if, by the date of the expiry of such delivery periods, the subject-matter of the delivery has been readied for dispatch ex works, or, should the dispatch of the goods be delayed for reasons which are attributable to the purchaser, if the goods' readiness for dispatch has been notified within the agreed delivery period.

Partial deliveries in accordance with an agreed delivery schedule and agreed volumes shall be permitted and may be invoiced separately.

Sale and delivery of the goods shall be subject to correct and punctual supply to ourselves.

## 5. Transfer of risk, damage during shipping and theft

Risk shall be transferred to the purchaser when the goods leave our warehouse or, if the purchaser has to pick up the goods himself and the due date has passed, whenever the goods' readiness for dispatch has been notified to the purchaser. The goods shall therefore in all circum-

stances be shipped at the risk of the purchaser. We shall not be liable for theft or for any damage which occurs during shipment.

## 6. The return of goods

Any return of goods which is not based on our statutory obligations shall be subject to our prior written consent and shall be in accordance with the following provisions: custom-made goods and goods which are not stocked by us as a matter of course may not be returned. Goods shall be taken back at their net invoice price excluding any ancillary costs (e.g. packaging or transport costs) minus a fee of 25% in respect of the inspection and processing of the goods which are taken back and any other costs associated with such return, subject to the condition that the goods are sent back to us shipping paid, in their original packaging and with their original value. The approval of any returned goods shall be a matter for us alone. Should any costs be incurred in connection with returning the goods to their original condition, the purchaser shall bear such costs.

## 7. Liability for defects

Any claims pursuant to visible defects shall only be permissible if they are notified to us in writing immediately and at the latest within a period of eight calendar days from the date on which the goods are received. Hidden defects must also be notified to us immediately and at the latest within a period of eight calendar days from the date of their discovery. In the event of a substantiated claim which is notified within the periods set out above, we may at our discretion and within a reasonable period repair the goods or deliver replacements free of charge. Apart from that the provisions of the law shall apply.

Claims in respect of defects in accordance with section 437 of the *Bürgerliches Gesetzbuch* [German Civil Code] shall be time-barred twelve months from the date of delivery. This provision shall not apply to claims for damages and in respect of the reimbursement of any expenses incurred. The statutory periods shall apply to such claims.

## 8. General liability

Claims for compensation of any nature which may be brought against us and our legal representatives and agents shall be excluded, in the absence of any intent or gross negligence or the breach of a material contractual obligation on our part.

In accordance with this provision, the breach of a material contractual obligation shall mean any obligation of which the observance makes the proper execution of the contract possible and on the observance of which the purchaser therefore may duly rely.

Liability for the gross negligence of our employees, to the extent that such employees are not management personnel, shall however be limited to compensation for typically foreseeable damage. This limitation of liability shall not apply to any breach of a material contractual obligation within the meaning of the previous paragraph.

The limitations and exclusions of liability set out above shall not apply to any liability pursuant to the *Produkthaftungsgesetz* [German Law on Product Liability] or to any domestic laws which implement the Product Liability Regulation or in the event of the death of, or physical injury to a person, or prejudice done to the health of a person.

## 9. Retention of title

We shall retain title to the delivered goods until payment is made to us in full of all outstanding amounts due pursuant to the commercial relationship.

It shall only be permissible to sell on the delivered goods in the normal course of business subject to a retention of title, and only if the right to receive payment pursuant to the on-sale is assigned to us. The purchaser shall be prohibited from pledging the goods or transferring them by way of security and shall also be prohibited from concluding any agreement in relation to an assignment. The purchaser must inform us immediately of any pledge or any other impairment of our rights by third parties. The purchaser hereby assigns to us in advance any rights which may accrue to it pursuant to the on-sale of our goods. We hereby accept such assignment. Should the value of the security given to us exceed the sums due to us by more than 10%, we undertake at our discretion and at the request of the purchaser to release the corresponding security.

## 10. Place of performance, place of jurisdiction and applicable law

The exclusive place of performance shall be Hamburg. The exclusive place of jurisdiction for all disputes with commercial parties or with persons who are not generally subject to the jurisdiction of a domestic German Court shall be Hamburg. At our discretion we may instigate proceedings against the purchaser before the Court which has jurisdiction over the location of its registered office or before the Arbitral Tribunal of the German Institution for Arbitration (DIS). In the event of arbitration proceedings, the location of the arbitration shall be Hamburg.

German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The Incoterms 2020 shall apply, as amended.



The general terms and conditions of sale

Prices, freight and handling

Prices	Packing, Freight, Insurance
All prices indicated in EURO (€), based on delivery ex works Hamburg (EXW, according to INCOTERMS 2020) and are on a recommendation basis without obligation only. Cost for packing, freight and insurance to be added to prices. Taxes and duties to be paid by buyer.	Cost for packing, freight and insurance to be agreed.

## Changes

All details on scope of delivery, state-of-the-art, measurements and weight conform to our knowledge at the time of publishing. Prices and specifications are subject to change without notice. All rights reserved.

This catalogue is effective from January 1st, 2025 on.

All previous prices become ineffective at that date.

## Notice

This catalogue is merely the translation of the original German edition. Technical prerequisites, e.g. receiving conditions for radio controlled systems, electrical voltages etc. have to be determined locally and must be made available to us in written form by customer before the order is placed. Feasibility can be confirmed in written form by us only. Otherwise we will supply as stated in this catalogue.