

General terms and conditions

Page –1-

1. Decisive for all offers, sales transactions and deliveries are our terms and conditions. Verbal side agreements and conflicting terms and conditions are only effective with our written consent statement.
2. Our offers are subject to change until the order confirmation. The buyer is entitled to his offer for two weeks. We will only be obliged to deliver by our written order confirmation. The order Confirmation is binding on the content of the contract, unless it is raised a reasoned objection within one week after the confirmation is raised.
3. The prices quoted in our offers and order confirmations are based on valid commodity prices, wages and social security contributions, freight rates and public charges (e.g.) taxes valid on the day of the contract. The invoiced price is based on the prices valid on the day of delivery. Changes to this basis entitle the buyer to withdraw from the contract if no agreement can be reached. Should the exchange rate of the € (EURO) to the currency in which we buy change, we may resign if no agreement is reached.
4. When selling by sample or specimen, the sample or specimen shall be considered as a non-binding demonstration piece only showing the general character or type of goods.
5. Claims of the buyer from the business relationship can only be assigned with our explicit consent. The buyer is not entitled to assert a right of retention against our due payment claims; He can only counter our claims with undisputed or legally established receivables. The late payment of a delivery or a partial delivery, justified doubts about the ability to pay or creditworthiness of the customer, we can take as an opportunity to put all claims against the purchaser to be due immediately and to provide further deliveries only against payment in advance.
6. Transport is at the expense and risk of the buyer. In the case of carriage prepaid delivery, the transport takes place by means of our choice by water or land. Transport-, fire or breakage insurance we cover only on special instruction and at the expense of the buyer. If the buyer does not give special instructions for the loading, the shipping takes place at our discretion.
 - 6.1 Obstacles to ship transport
The acceptance and transport obligation of the Prechel GmbH expires on each waterway immediately - no matter whether the containers / goods have already been taken over or loaded, or whether the journey has already begun or not - if generally or even with reference to the ship, which the container / goods has loaded, the following events or circumstances occur or exist:
 - force majeure, chance, mobilization, military exercises and undertakings, war, riot, strike, lockout, sabotage, blockade, requisition, import-, export- or transit-restrictions, seizure, official measures and interventions of every kind
 - barrage of any kind, collapse of bridges or other works, closure of shipping
 - ship accidents, collisions and accidents, sinking or damage to the ship
 - natural events, floods, ice and ice danger, fog, storm
 - closure of inland waterway transport as a result of flooding and low water levels from the time of reaching for the small water surcharge significant water levels in Kaub
 - significant price increases of operating costs or aggravation in procurement of essential operating materials or operating or replacement materials, as well as all other directly or indirectly to the Shipping or aggravating hazards, events, circumstances or causes.During the whole duration of one of these cases, the Prechel GmbH is entitled in her choice:
 - Either carry out the transport and collect the freight for the entire transport route
 - or completely withdraw from the contract and to calculate faulty freight and already loaded containers / goods to herto be unloaded or let unloaded at the expense and risk of the buyer, and to store or to forward by other means. All costs caused by discharge in the intermediate port, storage or additional freight and expenses shall be borne by the buyer.
 - These rights are legal to Prechel GmbH, even if she or the skipper should refrain from the entry of the event to inform the buyer or other party involved.

General terms and conditions

Page -2-

7. Specified delivery times are only binding if confirmed by us in writing. The Delivery period does not run during the period of force majeure, operating or traffic disruption, strike, lockout and other, non-representative influences on production and shipping. These delivery delays entitle us to postpone deliveries for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part because of the unfulfilled part. If an agreed delivery date, which may be extended after the previous sentence, is exceeded, the purchaser is entitled to set us a reasonable subsequent delivery period. If the delivery is not made by the end of the subsequent delivery period, the buyer can withdraw from the contract. The resignation must be declared immediately after expiry of the set respite. Claims for damages of the buyer are in accordance with the provisions of para. 11 excluded.
8. Unless otherwise agreed, all payments must be made in cash immediately upon receipt of the invoice and without deductions. Money orders, bills of exchange and checks are only accepted by agreement and only on account of payment. Collection and discount charges are charged to the buyer. We have the right to charge you interest from the due date 2% above the valid discount rate.
9. We remain the owner of the goods delivered by us until full payment of the goods according to the business obligations, including interest and costs. The goods remain our property even if they are processed. The buyer already assigns the property to objects to us, which he acquires due to mandatory right by the processing of goods delivered by us. He commits himself to safekeeping these goods for us free of charge. The buyer is entitled to sell the goods in the ordinary course of business. He already assigns all claims arising from the resale against his customers.
10. Notification of defects must reach us in writing within eight days after delivery of the goods. Deficiencies which, despite of careful examination are not detected, must be made immediately, but no later than eight days after discovery, contact us in writing. With timely and justified complaint we take the goods back. We reserve the right to deliver replacement or to repair the goods. Is the rework impossible or if we are in default with the rectification, the purchaser may withdraw from the contract after expiration of a reasonable period of grace.
11. All compensation claims of the purchaser, for whatever contractual or non-contractual reasons, in particular also claims for compensation for damages which did not arise on the delivery item itself (following damages) are excluded, unless they are based on intent or gross negligence on our part or by ourselves our executive staff. As far as compensation can be demanded from us, we are only obliged to pay the damage foreseeable at the time of contract closure.
12. Place of jurisdiction
Jurisdiction and place of fulfillment for all claims arising from the contract - also in bill of exchange or check process - is exclusively Mannheim Germany, unless otherwise required by mandatory statutory provisions. German law is valid against foreign buyers and suppliers.
13. Severability clause
If parts of these terms and conditions are invalid or contradict applicable law, this shall not affect the validity of the remaining provisions.