

General Terms & Conditions of Sale, Delivery and Payment

1. Scope of application and validity

1.1. The following Terms & Conditions shall only apply to entrepreneurs according to Section 14 German Civil Code, legal entities under public law or an asset under public law. These Terms & Conditions apply to all contracts, deliveries, installations and other services, including consulting services and information, to the exclusion of the Terms & Conditions of the ordering party and on the condition that no other written agreements exist to the contrary. We shall not accept different Terms & Conditions of the Customer unless they have been confirmed by us in writing.

1.2. They shall also apply to all future contracts with the ordering party and to all deliveries and other services to be provided to him in future and within a permanent business relationship, our Terms & Conditions shall also apply to all our future offers, deliveries and services relating to the Customer without requiring any further reference or agreement.

2. Quotation and conclusion of contract

2.1 As a general rule, our offers are free of charge and non-binding, unless agreed upon otherwise in writing. Any deal or agreement requires our written acceptance of order or our delivery of the goods. The same shall apply to any amendments, changes or side agreements.

2.2 Orders issued to us, changes and additions to contracts and side agreements must be made in writing; orders issued over the telephone or in another form shall be considered accepted if the goods are dispatched or handed over and an invoice is issued.

2.3 All information about our products, in particular pictures, sizes, performance criteria and any other technical data contained in our offers and brochures shall be regarded as approximate average values. Tolerances in quantity, weight, number of pieces and dimensions customary in this line of business are expressly reserved.

2.4 All documents and data on which our offer is based on, such as technical drawings, illustrations, descriptions, weights and sizes, shall only be binding if expressly agreed upon in writing. We reserve the right to make minor changes and modifications to the extent such changes or modifications do not substantially impair the purpose of the contract and the delivery. All our documents and data remain our property. Such documents may neither be retained nor copied or otherwise reproduced or made available to third parties by the Customer and have to be handed out to us immediately upon our request. Even if we leave these documents to the Customer, our intellectual property rights remain unaffected hereby.

2.5 The Customer shall not be entitled to assign any claims against us without our prior written consent. The same shall apply to any of the Customer's claims against us in connection with the contractual relationship which have arisen by operation of law.

3. Prices and payment

3.1. Insofar as no other written agreement exists to the contrary, all ancillary costs, such as insurance, customs duties, contributions, transportation charges and fees of any kind shall be borne by the ordering party. All payments are made in EURO exclusively to us. Freight, customs, subsidiary import charges and packing costs shall be paid additionally by the Customer.

3.2. Value-added tax is not included in the price and shall be billed separately, in the statutory amount.

3.3. In the event of orders that are fulfilled later than three months after conclusion of the contract, we are entitled to adjust the prices for deliveries and services not yet provided if manufacturing costs (material, energy and staff costs, transportation costs or public charges) change considerably and unexpectedly.

3.4 In the event of justified doubt about the ability to pay or creditworthiness of the ordering party, we shall – notwithstanding our other rights – be entitled to demand advance payment for deliveries and services not yet provided and render all claims under the business relationship due immediately. The delivery or performance time shall be suspended for as long as the ordering party is in default on a due payment.

3.5. Our invoices must be paid within 10 days of invoicing, without deductions.

3.6. Should the ordering party fail to pay within 30 days of the invoice date, we shall, without providing a warning, be entitled to charge default interest of 9% above the applicable base interest rate of the ECB. In case of delay we additionally reserve the right to charge a delay lump sum in the amount of 40,00 €. Further contractual or statutory rights remain unaffected hereby.

3.7 If payment conditions are not satisfied or if circumstances become known or recognizable which, based on our prudent commercial judgment, give rise to legitimate doubts regarding the Customer's creditworthiness, including any circumstances which existed at the time of conclusion of the contract, but which were not known or not would have been obvious to us at that time, we are, without prejudice for more extensive statutory rights, entitled in such cases to suspend the work on orders in progress or to suspend deliveries and to request the provision of security acceptable for us and after fruitless lapse of a reasonable subsequent period for the provision of such security – without prejudice for further legal rights – to cancel the contract. The customer shall be obliged to reimburse us for all damages incurred by the non-performance of the contract.

3.8 With the Customer's default of payment, cessation of payment or the request to open insolvency proceedings for the property owned by the Customer all our outstanding claims shall become due immediately. This also applies if a term of payment has been agreed or if claims are not due yet because for some other reasons. This applies furthermore regardless to the term of drafts we accepted.

4. Performance, transfer of risk, acceptance

4.1. Our performance is subject to the condition of complete and defect-free supply to us, unless we are to blame for the failed delivery or delay.

4.2. In terms of the dimensions cited for our delivery items, these shall be subject to deviations that are standard in the industry, unless we have expressly promised that these dimensions will be adhered to.

4.3. We are entitled to render reasonable partial performances.

4.4. Unless another type of delivery has been agreed, we shall deliver "ex works", Incoterms 2010. The point at which the goods are ready for dispatch in the warehouse shall be decisive as regards compliance with the agreed delivery times and deadlines. Unless otherwise agreed in writing, risk shall be transferred to the ordering party upon delivery "ex works".

4.5. For installations, the point at which risk is transferred is the conclusion of the performance, particularly conclusion of assembly work. Orderly performance is confirmed by means of acceptance; the subject of the acceptance is the contractually agreed services. The client must declare acceptance if the scope of performance has been fulfilled and there are no considerable defects. Any commissioning of a system or use of it shall take the place of acceptance.

5. Delivery time

5.1 Agreed delivery times shall be extended accordingly in the event of unforeseeable impediments that are beyond our control, such as strikes, lock-outs, operational disruptions, delays in the delivery of raw materials, regardless of whether these impediments affect us or our suppliers. Such circumstances shall also not be our responsibility if we are already in default. Should they occur, both parties shall be entitled to withdraw from the contract.

5.2 Should the ordering party fail to fulfil contractual obligations – including obligations to cooperate and ancillary obligations – in a timely manner, we shall be entitled to postpone our delivery and performance times and deadlines, notwithstanding our rights in the event of default, in line with the needs of our workflow, and to demand compensation for the damages we incur, including any additional expenses, especially according to 5.3.

5.3 If the Customer is in default in accepting delivery or can otherwise be held responsible for a delay in dispatch, we shall be entitled to store the products at the risk and expense of the Customer. If we set the Customer a deadline for accepting the products, but to no avail, then we may withdraw from the contract and demand compensation for damages in lieu of performance, without prejudice to further rights. The setting of an extended deadline is not required if the Customer seriously and finally declines acceptance or it is obvious that the Customer is not able to pay the purchase price or to accept the delivery within the extended deadline. Compensation is deemed to be an amount of 20% of the order value. The damage will be cleared with the deposit made. The parties may, at their discretion, demonstrate that the actual loss is higher or lower.

6. Retention of ownership

6.1 We shall retain ownership of the goods delivered and services provided by us in order to secure all claims to which we are entitled under the present and future business relationship with the ordering party.

6.2 Our ownership shall also cover new products created by processing the retained goods. In the event of processing, combination or mixing with items not belonging to us, we shall obtain co-ownership corresponding to the ratio of the invoice value of our retained goods to that of the other materials.

6.3 As keeper of the retained goods, the ordering party shall exercise possession for us with the due care of a diligent businessman, insure the retained goods against theft, damage by the elements and other risks, and take all measures to ensure that the retention of ownership is neither impeded nor cancelled. The Customer shall handle the goods subject to retention of title with care; in particular, he shall adequately insure these goods at replacement value against damages caused by fire, water and theft. If and to the extent maintenance and inspection services are required, these services shall be effected by the Customer in a timely manner.

6.4. To secure our claims as per para. 1, the ordering party hereby cedes all payables from the sale of retained goods, including change and checks, to us. In the event of sale of goods in which we only hold co-ownership as per para. 2, this cession shall be limited to a proportion of the claim that corresponds to our ownership proportion.

6.5. In the event of default on payment or cession of payment, or if the ordering party files an application to open insolvency proceedings, the ordering party must, at our request, inform the buyers of the cession as per para. 4, provide us with all necessary information, and take all necessary measures to secure our rights. In particular, we must be informed immediately of access by creditors to the retained goods and/or payables ceded to us.

6.6. Insofar as he has provided us with material, the ordering party grants us a right of lien to the material and any claims in its place in order to secure all current and future claims under the business relationship with him. Should the ordering party fall into default as regards payment or a loan, we shall be entitled to value the material subject to lien at the average German market price on the day of default on payment or loan, as we wish.

6.7. Any processing of the delivered goods by the Customer will be done for us as producer according to § 950 German Civil Code. If the delivered item is processed or inseparably connected with other items not belonging to us, we acquire joint ownership of the new goods. The share of the joint ownership corresponds to the relation of the invoice value of the delivered item to the invoice values of the other

used items. The Customer is authorized to process the delivered item in the ordinary course of business, provided that the aforementioned security interests are preserved.

6.8 As manufacturer of the system/structure, we may demand that the ordering party provide us with a debt-securing mortgage to the land on which construction is taking place for our receivables under the contract. Section 648 BGB (German civil code) applies.

7. Ordering party's right to inspect, notification of defects, guarantee

7.1 In the case of goods deliveries, the ordering party must report identifiable defects of any kind in writing within 5 days of receipt of the goods at the latest; otherwise the goods shall be considered approved. Hidden defects must be reported in writing within 5 days of discovery at the latest; otherwise, the goods shall be considered approved, even with the defects. The processing or installation of delivered items is always deemed to be a waiver of the notice of defects to the extent the defect was obvious.

7.2 We guarantee that our services for installation and assembly correspond to the agreed technical requirements at the point of acceptance. Defects must be highlighted before or upon acceptance.

7.3 In the event of justified notifications of defects, we shall choose whether to provide subsequent improvement or a replacement. If defective items are replaced by us, we obtain ownership of the replaced parts. Should we be unprepared or unable to provide the subsequent improvement/replacement, particularly if this is delayed beyond a reasonable time for reasons for which we are responsible, or if the subsequent improvement/replacement fails in any other way, the ordering party shall, insofar as further attempts at subsequent improvement cannot reasonably be expected, be entitled to demand a reduction in the remuneration.

7.4 Certain characteristics are only considered as warranted if expressly confirmed in writing. A guarantee shall only be deemed issued if a characteristic is expressly denominated as "guaranteed" in writing.

7.5 The other terms and conditions are given in the warranty certificate and the conditions regulated there. These are expressly referred to and apply in addition to these conditions.

7.6 The warranty is not transferable to third parties. A transfer is only possible with the prior written consent of CWF GmbH.

7.7 For the assembly work and material defects the legal warranty applies.

7.8 All warranty claims are subject to the condition of full payment by the customer. Warranty claims exist from acceptance, but at the latest from the delivery of the final invoice.

8. Liability, exclusion of claims for compensation

8.1. Claims not expressly granted in these Terms & Conditions – in particular claims for compensation for damages due to delay, impossibility, violation of our obligation to provide a replacement or subsequent improvement, violation of ancillary contractual obligations or positive contractual violation, fault upon conclusion of contract, and impermissible actions – are excluded if and insofar as the damage is not due to a deliberate and grossly negligent contractual violation or other deliberate or grossly negligent conduct of one of our legal representatives or vicarious agents.

8.2. Also excluded are claims for compensation for damages that arise in conjunction with guarantee claims. This exclusion shall not apply if our delivery items lack a feature that we contractually guaranteed.

8.3. We shall be liable for damage caused to items not supplied by us – on whatever legal grounds – only in the event of intent, gross negligence on the part of the owner/bodies or leading employees, or culpable death, injury, or impaired health.

9. Place of performance, place of jurisdiction, applicable law

9.1. The place of performance for our delivery and the place of performance is the headquarters of our company. We are, however, entitled to appeal to the courts at the location of the ordering party.

9.2. All disputes arising from contracts to which these GTC apply and all disputes arising from business relationship between us and the Customer shall exclusively governed by German law excluding the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.

10. Final Clauses

Should one of the above provisions be or become fully or partly invalid, ineffective or unenforceable, the remaining provisions shall remain hereby unaffected. The statutory regulations shall apply instead.

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