



General Terms and Conditions

I. GENERAL

1. The General Terms and Conditions only apply to companies.
2. The offers, order confirmations, deliveries and services of the Vendor (Schley Armaturen GmbH) shall be handled exclusively on the basis of these Terms and Conditions. Counter-confirmation by the Buyer with reference to his business and purchasing conditions is hereby expressly contradicted. Deviations from the present Terms and Conditions shall only be valid with the Vendor's written confirmation.

II. CONCLUSION OF THE AGREEMENT

1. The Vendor's written offers are non-binding with regard to price, delivery date and other content. The mailing of his price lists, catalogues, brochures, etc., does not oblige the Vendor to deliver. The Vendor does not assume any guarantee for information given orally. If an order falls below a minimum net order value of EUR 50.00, the Vendor reserves the right to assess a minimum quantity surcharge in the amount of EUR 25.00 on the final net invoice amount.
2. Orders are deemed accepted if they have been confirmed or executed in writing. With the issuance of the invoice, the order shall be deemed confirmed.
3. Illustrations and dimensions and weights indicated in the Vendor's catalogues and brochures shall always be considered as approximate. Insignificant alterations or deviations, in particular those that do not have a negative impact on the usability, such as deviations in construction, shape or colour, are reserved without prior notice to the extent that the alterations or deviations are reasonable for the Buyer. In the event of errors in catalogues, price lists, brochures, offers, in the order registration, invoicing and other declarations, the Vendor is entitled to make corrections and/or assess additional charges or issue credits, if applicable, without prior notification, to the extent that this is reasonable for the Buyer.
4. If it becomes apparent after the conclusion of the agreement that the Vendor's claim for payment is jeopardised through lack of capability on the part of the Buyer, in particular because the Buyer has exceeded the credit limit or due to open, overdue invoices, the Vendor has the right to refuse fulfilment of the agreement until the Buyer has effected the payment or has provided a security for it. The Vendor has the right to withdraw from the agreement if he has given the Buyer an appropriate deadline for effecting the payment or providing the safety, which the Buyer failed to observe.



III. DELIVERY TIMES

1. The delivery times shall be determined on the basis of the Vendor's offers. If the promised delivery times are not met, or if a delivery with non-binding delivery date is delayed for an unreasonable period of time, the Buyer is entitled to set an appropriate grace period; upon expiry of this grace period, he has the right to withdraw from the agreement. A deadline of at least six weeks is deemed appropriate.

2. The Vendor has the right to make partial deliveries, where practical, if this is reasonable for the Buyer.

3. The Vendor is not responsible for delivery and performance delays due to force majeure. Force majeure and labour disputes free the contracted parties from the contractual obligations for the duration of the interference and to the extent of its effects. The contracting parties are obligated, within reasonable limits, to provide the required information without delay and to adjust their obligations to the altered conditions in good faith. In these cases, the Buyer only has a right to withdrawal if the agreed delivery time has already been exceeded by more than ten weeks. Prior to this, the right to withdrawal is only given if the Vendor has informed the Buyer in writing that he is not or no longer able to make the delivery. The aforementioned restriction does not apply to fixed-date transactions. If the delivery or manufacture of the merchandise is impossible due to force majeure or a labour dispute, the Vendor shall be released from his performance obligation and is entitled to withdraw from the agreement.

IV. SHIPPING AND PACKAGING

1. The shipping of the merchandise shall take place from the Vendor's factory/warehouse at the Buyer's expense and risk. This also applies if the merchandise is delivered by a third party on behalf of the Vendor; in this case, the Vendor has the right to charge the delivery costs. Upon shipping of the merchandise, the risk of accidental loss or accidental deterioration passes to the Buyer.

2. Unless specified differently by the Buyer, the type of delivery is at the Vendor's discretion. The Vendor assumes no guarantee for the most cost-effective delivery.

V. PRICES

1. The prices listed in the Vendor's offers are non-binding. The agreed prices are valid from the Vendor's factory/warehouse, excluding packaging, postage, freight, other shipping expenses, insurance and duty. These costs are invoiced separately. The statutory value-added tax is not included in the prices. It is also invoiced separately at the respective applicable statutory rate. All prices are quoted in Euro, unless another currency has been specified.

2. Price adjustments on invoices and price lists due to obvious errors remain reserved.



VI. GUARANTEE

1. The Buyer shall report in writing any obvious defects immediately, and no later than within a deadline of two weeks from receipt of the merchandise; otherwise, the assertion of the guarantee claims is excluded. The timely dispatch shall be sufficient for compliance with the deadline. Apart from that, Section 377 HGB (German Commercial Code) applies, provided that the Buyer fully bears the burden of proof for any and all prerequisites for claims, in particular for the defect itself, the time of detection of the defect and the timeliness of the complaint.

2. For defective merchandise, the Vendor shall provide subsequent fulfilment, at his choice, through remedial action or replacement delivery. The defective merchandise shall always be returned to/handed over to the Vendor at the Vendor's expense. The costs for transport, travel, labour, etc., in the event of a remedial action on site shall only be assumed up to the respective place of fulfilment.

3. If the subsequent fulfilment fails, the Buyer is principally entitled to request, at his choice, a decrease of the remuneration (reduction) or the annulment of the agreement (withdrawal). However, in the event of only a slight breach of contract, in particular in case of minor defects, the Buyer does not have the right to withdrawal. If the Buyer chooses to withdraw from the agreement due to failed subsequent fulfilment in case of a defect, he is not entitled to an additional claim for damages based on the defect. If the Buyer opts for compensation of damages due to a defect, the merchandise remains with the Buyer, if this is reasonable for him. The compensation of damages is limited to the difference between the purchase price and the value of the defective object. This does not apply if the breach of contract was caused maliciously.

4. The Vendor's information regarding merchandise in catalogues, brochures and price lists merely constitutes descriptions, identifications or guidelines, unless the order confirmation indicates otherwise. Official statements, recommendations or advertising by the manufacturer do not constitute a contract-compliant quality description of the merchandise. The Buyer does not receive any guarantees in the legal sense. Manufacturer's guarantees shall remain unaffected by this.

5. The guarantee period shall be one year starting from the delivery of the merchandise, unless the assertion of the guarantee claim is excluded in accordance with Clause VI 1.

VII. RETENTION OF TITLE

1. The merchandise shall be delivered subject to retention of title. It shall remain the Vendor's property until all of the Vendor's claims (including those arising in the future) have been fully satisfied.

2. The Buyer has permission to resell the merchandise subject to retention of title in the normal course of business. The permission is revocable. The resale shall only occur against cash payment or under retention of title. The Buyer is not permitted to make security assignments, pledges and other dispositions that affect the Vendor's rights. The Buyer hereby assigns to the Vendor all present and future claims the Buyer is entitled to from resale or due to another legal reason in connection with the merchandise in the amount of the invoice value by way of security. The Vendor accepts the assignation.



VII. RETENTION OF TITLE

Upon request, the Buyer shall submit at any time a list of the claims transferred to the Vendor and notify the debtor of the assignment. However, the Buyer is authorised to collect the claims assigned to the Vendor for as long as he meets his payment obligations in a contract-compliant manner. The collected amounts must be paid immediately to the Vendor, as long as he is entitled to any outstanding claims against the Buyer.

3. If the Buyer defaults in payment, the Vendor is entitled to reclaim his merchandise under retention of title and to have it collected by authorised representatives. To this extent, the Buyer guarantees the Vendor the right to free access to his premises during customary business hours. Any costs incurred in this process shall be borne by the Buyer. In the event of attachments or other interventions by third parties, the Buyer shall notify the Vendor immediately.

4. The Vendor's retention of title remains unaffected by any potential treatments and processing of the merchandise by the Buyer. If the processing is done with items that do not belong to the Vendor, the Vendor shall acquire co-ownership of the new items proportionate to the value of the merchandise delivered by him compared to the value of the other processed items. The same shall apply if the merchandise is mixed with other items that do not belong to the Vendor.

VIII. PAYMENT CONDITIONS

1. Unless indicated otherwise in our invoices, the purchase price is payable within 10 days after the invoice date without any deductions. The invoice shall be submitted in electronic form (electronic invoice) or by sending it through the post (only after separately expressed customer request). Contract work, repairs, assembly work and other services by third parties are generally due immediately without any deductions. Upon expiry of this deadline, the Buyer shall be in default without the necessity of a reminder. In the event of default, the Buyer shall pay default interest in the amount of 9% above the base interest rate. The assertion of further claims for damage caused by default shall not be affected by this. In the event of first-time purchases, the Vendor reserves the right to ship the merchandise only against cash on delivery or against pre-payment.

2. Payments shall be settled in accordance with Sections 366, 367 BGB (German Civil Code), irrespective of any potential payment conditions of the Buyer. Payment by bill of exchange and/or cheque shall be done on account of performance. The Vendor has the right to refuse the acceptance of bills of exchange.

3. If the Buyer refuses to accept the merchandise, or if the delivery cannot take place due to other reasons for which he is accountable, the Vendor is entitled to request a compensation in the amount of 25% of the order value. The Buyer retains the right to furnish proof that no damage was incurred, or that damage was not incurred in this amount.



IX. RIGHT OF RETENTION, SET-OFF, ASSIGNMENT PROHIBITION

1. The Buyer does not have a right of retention regarding the Vendor's purchase price claim.
2. The set-off against any and all of the Vendor's payment claims is excluded, unless the counter-claim for the set-off has been expressly acknowledged or recognised as valid by declaratory judgement.
3. The Buyer's rights arising from this agreement are non-transferable.

X. LIMITATION OF LIABILITY

1. The Vendor shall be liable for wilful intent and gross negligence. In the event of slightly negligent breach of duty, the Vendor's liability shall be limited to the contractually typical, direct average damage which is foreseeable according to the type of merchandise. This shall also apply in the event of slightly negligent breach of duty on the part of the Vendor's vicarious agents. Any further liability, in particular for the slightly negligent breach of non-essential contractual obligations, is excluded.
2. The aforementioned limitation of liability does not apply to the Buyer's claims arising from product liability. Moreover, the limitation of liability does not apply in the event of bodily injury and/or damage to health attributable to the Vendor or in the event of the Buyer's loss of life.

XI. PLACE OF PERFORMANCE AND JURISDICTION

1. The place of performance for all deliveries and services under this agreement is the Vendor's head office.
2. The exclusive place of jurisdiction for all disputes arising from this agreement is the Vendor's head office. However, the Vendor is entitled to bring action against the Buyer in any other court, domestic or foreign, if this court has or will have jurisdiction.

XII. APPLICABLE LAW

The General Terms and Conditions as well as all contractual relationships are subject to the law of the Federal Republic of Germany to the exclusion of the agreement of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").



XIII. FINAL PROVISIONS

1. If individual provisions in the General Terms and Conditions or in the agreement with the Buyer are or become invalid wholly or in part, this shall not affect the validity of the remaining provisions. The wholly or partly invalid provision shall then be replaced by a provision that meets the economic purposes of the invalid provision as closely as possible.

2. Amendments and/or additions to these conditions require the Vendor's express written confirmation.

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