



Delivery and payment conditions of KOB GmbH, 67752 Wolfstein, Germany – As of March 2020

1 General

These delivery and payment conditions apply to all sales made by KOB GmbH, Lauterstraße 50, 67752 Wolfstein, Germany, to entrepreneurs. An entrepreneur in this sense is a natural or legal person or a partnership with legal capacity who, upon conclusion of a legal transaction, acts in the exercise of their commercial or independent professional activity.

We herewith explicitly oppose contrary General Terms and Conditions, in particular procurement conditions. These shall not apply even if we do not separately object to their validity in individual cases. Even if we refer to a letter which contains or refers to the terms and conditions of a third party, this does not constitute an agreement with the validity of those terms and conditions. Differing conditions shall only be applicable upon our written consent.

2 Prices

Our prices, which are effective on the day of the conclusion of the contract, shall be applicable for all delivered items, unless otherwise explicitly agreed upon. All prices are stated as net prices in EUR, unless otherwise quoted. Insofar as the agreed prices are based on our list prices and delivery is not to be made until more than four months after conclusion of the contract, our list prices valid on delivery shall apply.

3 Offers

Prices, volumes, delivery terms and delivery conditions shall be subject to confirmation. Orders and verbal supplementary agreements shall only be deemed accepted by us after our confirmation in writing.

4 Conclusion of contract

The offer of the customer is the transmission of the order to us by email, telephone or fax. The contract shall be concluded when we accept this offer by sending an order confirmation. The prior sending of a confirmation of receipt does not constitute an acceptance of the offer.

5 Delivery and shipment

All deliveries shall be made ex works or ex warehouse. Deadlines and dates for deliveries and services promised by us are always approximate, unless a fixed deadline or date has been expressly promised or agreed. Risk of transport shall be transferred to the customer upon the goods' exit from the factory or the warehouse. Differing agreements shall only be applicable upon our written confirmation and shall be accomplished according to the conditions of the individual agreement, which shall be in compliance with the INCOTERMS, in the version valid at conclusion date of the agreement.

Our company shall be entitled to ship partial deliveries. We reserve the right to ship surplus or reduced quantities which are required for obtaining complete shipment units.

Deviations of ordered quantities, due to manufacturing, of up to 10% shall be acceptable. The ordering party shall pay the regular price for additional manufacturing. There shall be no additional supplies of possibly missing quantities.

6 Delivery impediments and defaults

Stated delivery times shall be subject to our availability.

In case of unforeseeable and extraordinary circumstances, e.g. force majeure, war, riots, industrial action, official measures, energy and raw material shortages and other business interruptions, for which we are not responsible, at our factory or with our suppliers, the delivery term shall be extended by the period covered by operational disruption. In case operational disruptions render the fulfilment of the shipment impossible, we shall not be liable to fulfil such shipment. The prerequisite for invoking the above circumstances is that we notify the customer

immediately. Damages claims on part of the customer shall not be valid in case of the above-mentioned circumstances.

7 Right to rescind from delivery

Our company shall be entitled to rescind from the agreement if we subsequently become aware of any financial difficulties on part of the customer, which hinder payment, or if we receive unsatisfactory information from a reliable source which suggests financial difficulties, unless the customer can provide appropriate securities. No damages claims on part of the customer shall be applicable in case of rescinding.

In all cases of poor performance for which the customer is responsible, we have the right to withdraw from the contract as well as the right to claim damages. Claims for damages by the customer are expressly excluded, unless gross negligence or intent on our part is involved.

8 Defect claims

Our company shall only be obliged to correct defects according to the following provisions if we receive a notice:

- of defects which are revealed upon careful inspection and if we receive such notice within eight days after delivery,
- of non-obvious defects immediately after their discovery.

The customer's claims for defects become time-barred one year after the transfer of risk. Excluded thereof are claims for damages due to injury to life, body or health as well as claims for damages due to gross negligence or intent. In this respect, the statutory limitation periods shall apply.

Our company shall only be obliged for supplementary performance in case of valid defects claims. In case that a supplementary performance cannot be fulfilled or such fulfilment has failed, the customer shall be entitled to either claim reductions or to rescind from the agreement in consideration of profitability rule.

9 Acceptance of returned goods

Return shipments require our prior written consent. A return of faultless goods is excluded.

10 Payment

Payments are due 30 days after date of invoice, unless otherwise agreed in writing.

Payment terms shall only be deemed observed if payments were made into our account within the stated period and/or were credited to our account without reservation in case of bill of debt, cheque or direct debit. Accrued discount and exchange charges shall be payable by the customer.

The customer may only offset claims against us or assert a right of retention due to such claims if we have acknowledged the counterclaims or if they have been legally established.

If the customer has failed to make payments at due time or if their financial circumstances have considerably deteriorated, our company shall be entitled to only accomplish future deliveries for advance payment. In addition, we shall not be obliged to make any further deliveries with regard to other effective agreements, while the customer continues to fail in paying at due time.

Our company shall, furthermore, be entitled to immediately render all claims, including bill debts, payable at once.

11 Retention of title

A. General retention of title

Delivered goods shall remain our property until all claims, with regard to the business relationship between the customer and our company, have been paid in full. The addition of individual claims to a current invoice as well as striking a balance and its acceptance shall not affect the retention of title. Full payment shall be deemed complete upon our receipt of the entire equivalent value.

The customer shall be entitled to resell Conditional Goods in normal business. They shall, however, not be entitled to pledge such goods or transfer the security for such goods. The customers' claims resulting from reselling Conditional Goods are already assigned to our company. Our company accepts such assignment. At our request, the customer is obliged to provide us with all details necessary for collection of the assigned claims and to notify the debtors of such assignment.

If the Conditional Goods are sold together with other goods, the agreed assignment of future claims shall only amount to the invoiced value of the Conditional Goods.

The customer shall be obliged to immediately notify us of executions on the Conditional Goods by third parties or of the pre-assigned claims, with also transferring all required documentation.

B. Extended retention of title in case of further processing

The customer shall carry out any processing of the Conditional Goods on our behalf without claiming obligations from our company, which might arise due to such action.

If the Conditional Goods are processed, combined, mixed or blended with other goods which are not in our possession, our company shall be entitled to the arising share of co-ownership in the new product according to the ratio between invoiced value of the Conditional Goods and the other processed goods at the time of processing, combining, mixing or blending. If the customer acquires the exclusive ownership in the new product, the contracting parties have agreed that the customer shall concede co-ownership, resulting from the share of the invoiced value of the processed, combined, mixed or blended Conditional Goods in the new product which the customer shall also store free of charge on our behalf.

If the Conditional Goods are resold after being processed, combined, mixed or blended, the above agreed assignment of future claims shall amount to the invoiced value of Conditional Goods.

12 Secrecy

The customer undertakes to treat all information, which they may receive due to business relations, as confidential and not to transfer such to third parties.

13 Severability

Should any provision of these terms of delivery and payment be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

14 Place of fulfilment and jurisdiction

Place of fulfilment for all obligations in this agreement shall be Wolfstein/Pfalz, Germany. The place of jurisdiction for all litigations arising from the contractual relationship as well as from its conclusion and effectiveness shall, at our discretion, be the courts of Kaiserslautern or a statutory place of jurisdiction.

15 Applicable law

This agreement shall be construed under the Laws of the Federal Republic of Germany, exclusive of the UN Sales Convention even if the customer's principal place of business is registered in a foreign country.