

Section 1 General:

The following terms apply exclusively to deliveries and services if nothing to the contrary has been agreed in writing in individual cases. Oral subsidiary agreements must be confirmed in writing to be effective. Our delivery and payment terms only apply if the contractual partner is an entrepreneur, legal entity in public law or a public law special fund. These terms then also apply to all future transactions between the contractual parties. There are reductions in wages due to discount or bonus agreements. Further reductions in fees result from our current condition agreements.

Section 2 Prices:

All prices are in euros, exclude value-added tax and are not binding. Contractual prices only apply when taking the planned quantity. We reserve the right to increase the prices in line with the increase in costs due to rises in material prices for contracts for which the period between signing the contract and the delivery date (delivery period) is more than four months.

Section 3 Delivery:

We deliver under our current terms of delivery under retention of title until all our claims have been paid. Delivery is only made to resellers; the export of our products is only permitted with our express approval. We only deliver to companies that are not known to us for cash on delivery if the appropriate references are not provided in the first order. Cases of force majeure, business disruptions, strikes, lockouts and boycotts that affect our operations, the operations of our buyers or important sub-suppliers, the delayed delivery of raw materials, transport problems and other circumstances over which we and the buyer has no influence are under no circumstances our responsibility or that of the buyer; in such cases delivery is not in default for us and acceptance is not in default for the buyer. If we are not able to perform as a result of force majeure or similar cases for longer than six months both we and the buyer may withdraw from the contract. If delivery is delayed the buyer must set an appropriate subsequent period before he can derive rights from the delayed delivery. Very small orders are uneconomic. We therefore only deliver for orders above EUR 100.00. Subsequent orders to orders already being processed can only be considered at the agreed price if the production status permits this at no additional cost. We reserve the right to decide the transport route and method as well as the suit-able packaging material. Delivery is made for invoice sums above EUR 150.00 whilst considering the usual freight and postage costs and postage paid from any German location. Under a net invoice value of EUR 150.00 we charge a flat-rate fee of EUR 7.90 for freight and processing costs. The additional costs of urgent freight are charged to the recipient. This also applies if we pay the delivery costs. Our invoices are also considered to be the order confirmation.

Section 4 Complaints:

Complaints about the number, weight, characteristics and quality of the goods are only considered if a written complaint is received within one week of receiving the goods. For the decision on whether complaints about the characteristics and quality of the goods are justified, the result of an inspection of the goods in our factory after they have been returned is key. If a written complaint is received by us in good time and is justified, the buyer may only withdraw from the contract or claim a reduction. Other claims by the buyer, in particular for the payment of damages, e.g. due to lost profits or damage, that did not occur to the delivery and performance of the item delivered are excluded to the extent to which our liability is excluded in line with Section 5 of our delivery and payment terms. If the buyer notifies a fault that does not exist as per the seller's inspection and if the buyer knew that the fault did not exist when making the notification or if he was mistaken due to negligence, the buyer must reimburse the seller for the damage so caused. The buyer is entitled to prove that the notified fault does exist. Within the scope of the provisions stated above, the seller is in particular entitled to demand that the buyer reimburses the costs incurred by the seller, for example for investigating the matter or the repair demanded by the buyer. If the recipient wishes to process the goods they must be inspected in each case before processing starts. He must be convinced that the goods are suitable for the intended purpose.

According to EU regulation No. 524/2013 and the German law Verbraucherstreitbeilegungsgesetz (VSBG) we inform that the European Commission is has provided a platform for out-of-court resolution of disputes. The link to this platform of the European Commission for out-of-court online dispute resolution (ODR platform) is <https://webgate.ec.europa.eu/odr>. Our e-mail address is: info@kmp.com

Section 5 Liability:

The seller is liable in cases of deliberate action or gross negligence by the seller or his representative or vicarious agent and for injury to life, limb or health in line with the statutory provisions. In addition, the seller is only liable in line with the German Product Liability Act and for the culpable infringement of key contractual obligations. The claim to damages for the infringement of key contractual obligations is however only limited to the predictable damage that is typical of the contract if none of the exceptions stated above apply at the same time. The provisions of the paragraph above apply to all claims for damages no matter the legal reason, in particular due to faults, the infringement of duties from the contractual obligation and tort. They also apply to claims for the reimbursement of expenses made in vain. The other provisions of these delivery and payment terms are unaffected.

Section 6 Payment:

Cash payment within 10 days from invoice date with a 2% discount or net within 30 days. If the agreed payment terms are exceeded the buyer is obliged to pay, without the need for a special reminder, default interest of 8% above the relevant basic interest rate [Section 247 of the German Civil Code (BGB)]. If the buyer is in default of payment the seller has the right to demand payment of all pending invoices - even if not yet due for payment. Offsetting and the assertion of retention rights against the payment obligation are excluded. This does not apply to the buyer's undisputed or legally binding counter-claims. If after signing the contract there is a significant worsening of the buyer's asset situation that endangers the payment of the purchase price, the seller can demand that the purchase price is paid in advance.

Section 7 Conclusion:

Contracts should be concluded within the set periods. Approval is requested in instalments that are as even as possible. Each call off is considered a transaction. In itself. If the buyer delays approval of the agreed quantity we are also entitled - after setting an appropriate subsequent period - to cancel the contract and to demand the return of the contract discount given on the deliveries that have been made or to claim damages for non-fulfilment. Costs incurred by us for blocks, labels, seals etc. must be paid to us in full.

Section 8 Protective rights and drafts:

If drafts that we have produced infringe third party protective rights and/or are seen as infringements of the competition regulations, we accept no responsibility. The buyer is solely liable for infringements of third party protective rights and infringements against competition regulations resulting from the contractual fulfilment of deliveries and services by us and/or the use of deliveries and services by the buyer. The buyer is obliged to indemnify us for any claim resulting from such infringements and to reimburse us from any resulting damage.

Section 9 Retention of title:

The goods remain our property until full payment of all claims from the business relationship. For ongoing invoices title retention guarantees the balance claim assignable to us. During the existence of a retention of title the buyer is not permitted to pledge or use the goods as collateral. The buyer must inform us without delay in writing if the goods are pledged, seized or otherwise accessed or subject to the intervention of a third party. The ongoing sale of the item delivered or the new item is only permitted for resellers in the normal business process. If the buyer sells the goods we delivered without change, or processes or works on them, he already assigns to us the claims arising from such sales against his purchaser with all the subsidiary rights until full payment of all our claims. The buyer is entitled to collect such claims but is obliged to pass on to us the sums collected to us immediately. At our request the buyer is obliged to pass on to us the documents required to assert our rights. If the realisable value of all retained rights to which the buyer is entitled exceeds all the retained claims by more than 10% the seller will release an appropriate part of the retention rights at the buyer's request. It is assumed that the requirements of the above sentence are met if the estimated value of the security to which the seller is entitled reaches or exceeds 150% of the value of the retained claims. The seller is entitled to choose between various retention rights when approving this.

Section 10 Returns:

Returns are only possible with our agreement. For returned goods the current value minus the costs of making new and a 30% processing fee is credited if the return is not due to a justified complaint.

Section 11 Technical changes:

We reserve the right to make changes to the dimensions (width and length) for technical reasons.

Section 12 Quantity and weight:

Items are only sent in the quantity and packaging units stated in our catalogues. For customised products we have the right to undertake additional or reduced deliveries of up to 20%. The measurements and weights are understood as being within the normal tolerances for the industry.

Section 13 Data protection:

We are authorised to process, save and analyse data received during the business relationship.

Section 14 Place of fulfilment and court of jurisdiction:

The place of performance and court of jurisdiction is Eggenfelden. The court of jurisdiction for all contractually agreed claims is exclusively the one responsible for the seller's head office.

Section 15 Final provisions:

German law applies to this agreement. The application of UN purchasing law is excluded. Should any of the provisions of this agreement become invalid, the validity of the remaining provisions shall not be affected.

Section 16 Information obligations:

in accordance with §18 Abs. 2 ElektroG: <https://www.bmu.de/themen/wasser-abfall-boden/abfallwirtschaft/statistiken/elektro-und-elektronikaltgeraete/>