



## Exclusive applicability and recognition of our Standard Terms and Conditions

- 1.1 All offers are subject to our Standard Terms and Conditions of Sale. We only accept orders on the aforesaid Standard Terms and Conditions. Our Standard Terms and Conditions are only valid for enterprises according to §310 Section 1 BGB (German Civil Code). General terms and conditions of the Buyer or regulations of the Buyer or agreements which deviate from our Standard Terms and Conditions of Sale shall only be binding if we have expressly recognised them in writing. Our Standard Terms and Conditions of Sale also apply if we accept customer orders which are contrary to or deviate from our the same.  
The following terms and conditions shall apply exclusively for the sale of all products in our production and distribution range. The aforesaid terms and conditions govern all legal relationships concerning the sale unless otherwise agreed in writing.
- 1.2 With the order placement and acceptance of deliveries, the Buyer recognises the applicability of our Terms and Conditions of Sale not only for the business transaction in question, but also for all future business transactions.
- 2. Offers, Orders and Deliveries**
- 2.1 Offers: Our offers are subject to change without notice. Documents forming part of the offer such as illustrations and drawings, etc., shall only be regarded as precise as far as dimensions and weights are concerned if this has been expressly confirmed in writing. We shall reserve the proprietary right and copyright to such documents. They may not be made available to third parties without our consent and are to be returned to us immediately if no order is placed.
- 2.2 In case of doubt, our written acknowledgement shall be exclusively authoritative for the details of the contract.
- 2.3 We reserve the right to refuse orders without providing reasons.
- 3. Orders By Phone**  
Orders by phone shall be immediately confirmed by the Customer in writing. We shall assume no liability for the correctness of deliveries based on telephonic orders.
- 4. Scope of Delivery Obligation**  
Based on the order, our written order confirmation shall apply for scope, type and date of delivery. Over- or under-deliveries of up to 10% of the ordered quantity shall not be rejected by the customer. Part-deliveries shall be permitted.
- 5. Dispatch**  
Unless we receive special dispatch instructions, we shall ship goods by the most economical dispatch route at our discretion. Goods shall be dispatched at the Buyer's risk and for the Buyer's account (ex works; exw) even if we transport the respective goods with our own vehicles or if we bear or advance the transport costs.
- 6. Delivery Date**  
We shall make every effort to comply with agreed delivery dates. Delivery dates are only binding for us if we have agreed to them in writing. Otherwise, we will deliver within an appropriate time frame after order confirmation. However, if we cannot comply with such delivery dates due to unforeseeable circumstances which we could not avert despite reasonable care based on the circumstances of the individual case, e.g. labour disputes, commotion, actions by the authorities, production stoppages, delays in the delivery of major raw materials and supplies, the delivery period shall be reasonably extended without the possibility to exercise rights against us. If the aforesaid circumstances occur at the customer's end, the same legal consequences shall apply for his acceptance obligation.
- 7. Prices**  
We reserve the right to change prices as a result of general increases in price and wage in our area or in the Buyer's or supplier's area. We also reserve the right to change prices if exchange rates or import- or export conditions change. Any such change shall be communicated in good time. Therefore, we shall execute orders as per the current daily prices of the delivery day. Both freight, packaging, insurance, customs duty and other expenses, including expenses for the payment of documents required for the importation of goods into the country of destination shall be borne by the buyer. All prices are started exclusive for value-added tax.

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### 8. Payment

- 8.1 We shall issue an invoice as soon as the ordered goods are ready for despatch or collection. Despatch delays or delays in the collection of goods which are not attributable to us shall not postpone the due date of the relevant invoice.
- 8.2 Our invoices are payable within 30 days net with effect from the invoice date.
- 8.3 Deviations shall only be accepted with a written confirmation.
- 8.4 Bills of exchange and cheques are not accepted by us as means of payment.

### 9. Reservation of Title

Unless we have received full payment of purchase price and all related costs, we shall retain our title to the delivered goods. We are entitled to assert our right of property by collection and to seek satisfaction in form of sales. Furthermore, we are entitled to use any proceeds thereof for satisfaction of all further claims against the Buyer, for example, claims resulting from an account correction. In the absence of an express written statement, the return of the contractual object shall not constitute a withdrawal from the contract. In cases where third parties access the goods subject to reservation of title, the Buyer will point to our ownership of the goods and will inform us immediately. Pledgings or transfers of ownership are not allowed. Professional vendors are entitled to resale. In the event of delay in payment, however, already at this stage, the Buyer shall assign to us the payment claims which result from this resale. Moreover, the Buyer shall assign to us all further claims related to the goods supplied under reservation of title whatever the legal ground (damages, gain, expenses, compensation, insurance policy, etc.), and we shall accept all these cessions. In the event of reserved goods being processed, the new product will enter our ownership. In the event of reserved goods being processed further together with other materials not belonging to us, we acquire a co-ownership in the resulting item. In this case, we have the choice (a) to buy full ownership of the third party or (b) to sell our share of ownership in which case ownership is transferred by us upon receipt of compensation from the third party.

### 10. Tools, Moulds And Other Production Equipment

Pressing moulds, injection moulds, or any other types of moulds and tools which are produced by us or for us by any third party shall be generally our property in view of the design performance. If no subsequent order is received within 2 years of the execution of the last order, and if no subsequent order is anticipated, we shall be entitled to dispose of the tools, moulds or any other equipment as we see fit.

### 11. Warranty

We shall assume the following warranty to the Buyer:

- 11.1 We guarantee a lack of defects in the materials and workmanship in line with the latest state for a period of 12 months with effect from the date of delivery of the goods to the buyer. The warranty may be honoured by way of repair of the faulty parts or compensation delivery of non-defective goods, at our discretion.
- 11.2 If we expressly recognize a warranty case, the costs of the cheapest form of transport shall be borne by us.
- 11.3 Additional claims shall be excluded.
- 11.4 All warranty claims shall lapse in the event of improper handling, storage, return goods not sent in their original packaging and processing with unsuitable materials.
- 11.5 If rubber profiles are delivered, the guidelines specified in DIN 7716 shall apply for the storage, servicing and cleaning of goods. We shall assume no liability for damages caused by non-compliance with the aforesaid regulation by the Buyer.
- 11.6 The current DIN-standards for thermoplastics and elastomers shall apply for the dimensions of the cross-section and lengths.
- 11.7 Warranty claims shall only be taken into account if they are immediately notified to us in writing after a defect has been established. Deviations from the valid DIN-norms - in dimension and length – must be specifically agreed upon in writing.
- 11.8 We shall assume no liability for the ordered goods being suitable for the intended purpose of the Buyer. Such an examination shall be the responsibility of the Buyer. We shall not be liable for errors attributable to documents which were incorrectly submitted.

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### 12. Place of Performance and Legal Venue

- 12.1 The place for deliveries or services to be performed is 41812 Erkelenz. The legal venue is exclusively Mönchengladbach.
- 12.2 Applicable Law  
Unless otherwise agreed, the legal requirements of the Federal Republic of Germany are inalienably in force excluding the provisions of the UN Sales Law Convention.
- 12.3 Partial Invalidity  
If one of the provisions included in these Terms and Conditions is invalid or if there is an invalid provision connected with an order, the validity of the other provisions shall remain in full force and effect. The valid provision shall remain in full force and effect. The valid provision shall be replaced by a valid provision which comes as close as possible to the original intention of the invalid provision.
- 12.4 Data Processing Authority  
We shall be entitled to collect process and save all data relating to the Buyer protected by law within the scope of the relevant legal regulations.

### 13. Liability

- 13.1 If the delivered items cannot be used in accordance with the contract due to recommendations and consultations made prior or subsequent to the conclusion of the contract not being or not correctly being implemented or due to a violation of other contractual specifications of the delivered items – the rulings apply to the exclusion of further claims by the customer resulting in the customer having the right of contract termination. No claims for damages can be made.
- 13.2 Compensatory damages shall only be paid by us for damages which are foreseeable at the time of conclusion of the contract and for direct damages. Such claims are restricted to the value of the delivered items. We are not liable for (a) damages which are indirectly caused by or are attributable to the delivered item, or (b) any loss of profit by the customer, or (c) any loss of turnover by the customer.  
For culpable violation of significant contract obligations, we do not bear liability (a) even for gross negligence, (b) for light negligence; the latter case being limited to typical, reasonably foreseeable damages for the contract. Further claims are excluded.

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