

General Terms and Conditions of Business, Delivery and Payment

§ 1 General terms and conditions

1. These General Terms and Conditions of Business apply to deliveries and services (hereinafter "delivery") by FESMED Verbandmittel GmbH, unless expressly agreed otherwise. The customer declares with his order or with the fulfilment of the contract the validity of these general terms and conditions. These General Terms and Conditions apply to future contractual relationships, even if their validity is not expressly agreed for this purpose.
2. The general terms and conditions of the customer is contradicted, if they contradict or supplement these conditions to our disadvantage. They are only effective if we expressly agree to them. An unconditional execution of the order in knowledge of conflicting general terms and conditions does not mean consent.

§ 2 Place of performance

The place of performance for all deliveries arising from a delivery contract is the place of business of the seller.

§ 3 Offers

Initial offers are usually provided free of charge. The documents belonging to an offer, such as test values, mixture compositions, etc., possess the character of guidelines. Information in offers and/or order confirmations of the supplier which are based on an obvious error, e.g a typing or calculation error, do not oblige the supplier. The obviously intended explanation applies.

§ 4 Contract contents

1. All sales contracts are concluded only for particular delivery dates or periods, quantities, articles, qualities and prices.
2. Decisive for the scope of a delivery is a written order from the purchaser and a written confirmation of the seller. Any collateral understandings, amendments or cancellations of a contract require the written confirmation of the seller.
3. Warranted qualities are exclusively those parameters which are expressly specified as warranted in the contract or can else be unambiguously deemed to be warranted according to the contract contents.
4. For export are subject to separate agreements.

§ 5 Delivery

1. Orders are delivered free of charge to a receiving station in Germany from a goods value from €250.00. Orders with a goods value of less than €100.00 are subject to a low-quantity supplement of €5.00 per order. In all cases, the goods are delivered at the purchaser's risk. The form of shipment is left to the discretion of the seller.
2. Packaging is charged separately insofar as the purchaser requests special packaging.
3. All goods are shipped uninsured, unless agreed otherwise.
4. If acceptance is delayed for reasons attributable to the purchaser, then the seller is entitled, at his own discretion and after setting an additional period of 10 days for completion, either to issue a statement of account and to withdraw from the contract and/or to demand compensatory damages. The delivery period begins with sending of the order confirmation. The deadline for delivery is deemed observed if the subject of the delivery has left the production facility or warehouse before expiry of the delivery period or else a corresponding notification of readiness for dispatch has been issued.
5. Even on carriage-free delivery the risk transfers to the customer as follows: In the case of deliveries, when they have been dispatched or collected. At the Purchaser's request and expense, the Supplier will insure the Supplies against the usual transport risks.

§ 6 Compliance with statutory regulations by the ordering party

Unless agreed otherwise in a particular case, the ordering party is responsible for compliance with any statutory and official regulations regarding import, transport, storage and use of the products.

§ 7 Interruption of delivery

1. In cases of acts of God, industrial action, government measures and other disturbances of normal business beyond the control of the parties to this contract which have prevailed or will probably prevail for longer than 1 week, the period for delivery or acceptance is automatically extended by the duration of the impediment, but not more than by 5 weeks plus an additional period set for performance. The extension only becomes effective if the other party is informed of the reasons for the impediment without delay as soon as it is to be recognised that the aforementioned periods cannot be observed.
2. If delivery or acceptance is not effected in good time, then the other party is entitled to withdraw from the contract.
3. If a disturbance exceeds a period of 5 weeks and if the other party, upon request, is not informed without delay that the goods can be delivered or accepted in good time, then the other party is entitled to withdraw from the contract immediately.
4. Claims to compensatory damages are excluded in the aforementioned cases.

§ 8 Additional period for performance

1. Upon expiry of the delivery period, an additional period for performance corresponding to the duration of the original delivery period, but not longer than 18 days, begins automatically without further declaration. Upon expiry of the additional period for performance, withdrawal from the contract is assumed, to the exclusion of any claims to compensatory damages. Such withdrawal does not become effective if the purchaser declares his insistence on performance of the contract during the additional period. The seller is released from his obligation to deliver, however, if no response to his enquiries is received from the purchaser during the additional period to the effect that he insists on performance of the contract.
2. All claims on the part of the purchaser regarding late delivery are excluded before expiry of the additional period for performance.

§ 9 Notification of defects

1. Complaints are to be sent to the purchaser at the latest 2 weeks after receipt of the goods.
2. Complaints after processing of the goods or resale are excluded.
3. Typical or minor, unavoidable deviations in quality, colour, price, weight, features, etc. are not deemed to constitute defects.
4. In case of justified complaints, the seller is entitled to remedy the defect or to deliver replacement free of defects within 10 days after receiving the returned goods. The delivering party is to be granted a possibility to inspect the defect before return.
5. After expiry of the period specified under clause 4, the statutory provisions shall apply.
6. In case of hidden defects, the statutory provisions shall apply.
7. No liability is accepted for damage resulting from unsuitable or improper use or storage.
8. The purchaser is to assure immediate inspection of the goods subject of a complaint by the seller.

§ 10 Discounts

Discounts may be agreed for the case that certain quantities per contractually owed delivery are exceeded. Agreed discounts refer to the invoice amount without value-added tax.

§ 11 Payment

1. Payments are to be effected in Euros after issuing of a corresponding invoice.
2. The withholding or offsetting of payments are excluded in connection with any counterclaims of the purchaser which are contested by the seller or otherwise not final and unappealable.
3. Invoices are payable a) within 10 days from the date of issuing of the invoice with a cash discount of 2% on the invoice amount b) within 30 days from the date of issuing without deductions. The above periods for payment are only deemed observed if the monies are received by us within the given period or have been unconditionally cleared to our account in case of payment by cheque or bank debit.
4. If the goods have still not been paid 30 days after the due date and after receipt of the invoice, then the customer is already deemed to be in default without further reminder. In this case, he is to pay default interest at a rate 5% above the interest rate applicable at the time for long-term interbank lending by the European Central Bank. The costs incurred for reminders are to be borne by the customer. If evidence of higher default damages is furnished, corresponding claims may similarly be asserted.
5. Before full payment of any due invoice amounts, including default interest, the seller cannot be obliged to perform further deliveries in connection with current contracts.
6. If the purchaser is in default with regard to a due payment or if any significant deterioration of his pecuniary situation is ascertained, then the seller is entitled to demand cash payment before delivery for the remaining deliveries under current contracts, overriding any otherwise applicable period for payment.
7. Decisive for the effective date of payment is in all cases the outgoing postmark. In case of bank transfer, the day prior to crediting by the seller's bank is deemed the effective date of payment.

§ 12 Reservation of title

The delivered goods remain the property of the seller until final payment has been effected. The same applies where payments are still outstanding in connection with previous deliveries. The purchaser is nevertheless permitted to sell or process the goods within the framework of normal business. Pledging or assignment of these goods as security to third parties is excluded except with the consent of the seller.

§ 13 Place of jurisdiction

The place of jurisdiction is the place of business of the seller.

§ 14 Settlement of disputes

Disputes arising from the contract are to be settled in an ordinary court of law or by an agreed arbitration tribunal. If the arbitration tribunal has not been agreed as the exclusively responsible court, then the first court to which recourse is taken shall be responsible.

§ 15 Severability

If any part of these terms is found to be or become ineffective, this shall not affect the effectiveness of all remaining provisions.

Valid from: September 2018