

Business and delivery terms

- I. Our offers are always subject to change. Orders, even if accepted by an employee of our company, shall only be deemed accepted upon our written confirmation or upon delivery.
Additional agreements, such as in particular supplements, amendments, deadline commitments etc. must be made in writing to be valid.
By accepting our order confirmation or delivery, the customer recognizes the contract to our terms and conditions without any restriction. Any terms and conditions of purchase of the customer which conflict with our terms and conditions of delivery - even if we have become aware of them through earlier transactions such as inquiries, orders etc. - shall not be binding on us, even if we do not expressly object to them.
- II. The customer confirms his solvency and creditworthiness when placing the order. If doubts arise as to the creditworthiness of the customer, we shall be entitled, at our discretion, to withdraw from the contract or to make the fulfillment of our obligations dependent on an advance payment or the provision of security. Any existing claims from deliveries already made shall become due immediately if there are doubts about the customer's creditworthiness, even if other payment agreements have been made. If our receivables volume exceeds the exposure approved by the credit insurer, the customer shall be obliged to immediately cover the amount exceeding the insured commitment by payment.
- III. Changes in the cost basis entitle us to correct prices, even if prices have been expressly confirmed in order confirmations or price agreements.
However, price agreements on our part are only possible if the delivery time or contract period exceeds 4 months.
- IV. The prices are always net prices. As a rule, they are ex works, unless expressly agreed otherwise. Invoices are due no later than 30 days after the invoice date without deduction of discount on immediate payment.
- V. The risk is transferred to the buyer when the goods leave the delivery facility. This also applies to deliveries that we carry out with our own truck to the customer's premises. The customer shall be liable for loss or damage during transportation.
- VI. Confirmed delivery dates are always approximate dates without any legal basis for claims by the buyer. If a delivery date is exceeded by more than one month, the buyer may set a grace period of at least 14 days in writing. If this grace period is exceeded, the buyer may withdraw from the contract. The buyer shall not be entitled to any claims for damages due to failure to meet the delivery deadlines.

- VII. All goods remain our property until full payment of all claims against the buyer, including those from previous business relationships (current account reservation). A resale of the goods subject to retention of title is only permitted with our consent. In the event of a resale by the purchaser in the course of its ongoing business operations, the purchaser shall automatically assign its claim against its respective customer to us, as long as any claims against the buyer exist on our part. The buyer must therefore keep goods free from third party rights and protect them from seizure, among other things. The buyer is obliged to take out appropriate insurance - for example fire or theft insurance - to protect the goods subject to retention of title, while at the same time assigning the rights arising from the insurance to us.
- VIII. Notices of defects shall only be considered if they are claimed by the buyer immediately upon receipt of the goods and notified to us in writing. In the event of justified claims, the buyer shall be entitled to rectification or a credit note at our discretion. All other claims arising from liability for defects, in particular claims for damages, are excluded. Transport damage in the wagon can only be recognized if the facts of the case are immediately recorded by the railway company and forwarded to us.
- IX. If the buyer remains in delay concerning the acceptance of the object of sale or the fulfillment of his payment obligation or the provision of the agreed securities for more than 14 days after notification of completion, we are entitled, after setting a grace period of one week, to withdraw from the contract or to demand compensation for non-performance. In the latter case, we shall be entitled to claim 25% of the sales price as compensation, notwithstanding the possibility of claiming higher actual damages. In this case, proof of damage is not required. If we do not make use of these rights, we shall be authorized to freely dispose of the object of purchase without prejudice to our other rights. If the statutory regulation invalidates one of the aforementioned points, all other points shall remain valid without restriction. The place of performance is Bendern and Vaduz. This also applies with regard to the place of jurisdiction for check and bill of exchange processes.