Terms and conditions of delivery and payment

1 General

The following general terms and conditions of delivery and payment apply for all business conducted by Sandler AG. Any deviations from our terms and conditions of delivery and payment, in particular conditions attached to individual deliveries or confirmed by written order, are only binding. Oral and verbal agreements are only binding for as and to the extent we have confirmed them in written or electronic form or they conform to the containment of the goods and the invoice.

2 Place of performance and jurisdiction

The place of performance for delivery and payment is Schwarzenbach/Saale. The court of jurisdiction in Schwarzenbach/Saale is responsible for any disputes arising from or in connection with this contract. If any legal dispute arises from or in connection with this contract or from any litigation related to bills of exchange and cheques, or due to tortious acts in the performance of contractual obligations, we are also entitled to bring action before the court with jurisdiction over the registered office of the purchaser.

3 Delivery and acceptance

The delivery of goods is made if the goods to be delivered are brought to the address stated for delivery, or an order is confirmed by the process of delivery. As a measurement difference for rolls, plates and charges) are unacceptable.

The purchaser is responsible for collection and discount costs and other expenses. Payments are always by bills of exchange or cheques. If they are accepted, they are only accepted on account of performance. 2 % discount, or net within 30 days. Payments must be made in cash or by bank transfer. Bills of exchange Invoices are issued based on the date of dispatch, and in the case of non-negligent shipping delays, based on the date the goods have been shipped. The same applies to invoices issued based on the date the goods have been shipped. The same applies to invoices issued based on the contract price. The seller shall accept such assignment.

5 Liability

To the extent legally permissible, claims on the basis of breached contractual obligations (in particular, unenforceability, delays or other breaches of contractual obligations), or due to wrongful acts, are limited in their scope to invoice value of the quantity of goods that were not delivered or not delivered on time, or to the claimant's ordinary profit. Disputes that are typical to the contract and those that could not be anticipated by the seller when concluding the contract.

6 Invoicing, due dates and payment

The basis for invoices shall be the square metre or kilo litre of the purchased goods, gross for net. Invoices are drawn up and delivered on the way to the address, and in the case of non-negligent shipping delays, based on the date of readiness for dispatch. Invoices are to be paid within 10 days of the date of invoice, with a 2% discount as of the invoice date. The payment is to be made in cash or by bank transfer. Bills of exchange and promissory notes are only accepted by special agreement. The seller is under no obligation to accept bills of exchange or cheques. If they are accepted, they are only accepted on account of performance. The seller reserves the right to demand security and discount and disbursements are always applied to the oldest due debts plus the accumulated interest upon them. No contrary agreements are binding. Invoices are confirmed by written or electronic order. The offsetting and withholding of due invoiced amounts is only permissible for undisputed claims or those that have been validated by due legal process. This also applies in the case of suspensions of payments by the seller. Other deductions (for example, mailing costs and bank charges) are not acceptable. The seller shall not be obligated to render further deliveries before due invoiced amounts have been paid in full, along with all calculated and dunned default interest. The seller declares goods ready for dispatch through delivery of its invoice. All of the seller's demands become payable when conditions of payment are not adhered to for one of them. In the case of threatened insolvency or any other major, subsequent detrimental change in the circumstances of the purchaser, the seller may demand payment on 10 days' delivery of that are still outstanding under any current contract, cancel the period allowed for payment and demand cash before delivery, or rescind the contract or claim damages. This also applies if the purchaser fails to immediately dispel any reasonable doubts that have been raised about its solvency or creditworthiness.

7 Payment delays

For payments after the due date, interest is calculated in accordance with the provisions under § 288 of the German Civil Code (BGB), and a flat rate of EUR 40 is also charged. This does not exclude claims for further demands or damages on account of delay. The payment date for compliance with the payment deadline is considered to be the date on which the purchaser or its payment office demonstratively sends the payment to the seller; for bank transfers, the day before credit to the seller's bank account counts as the day of payment clearing.

8 Retention of title

The seller retains title of ownership to the delivered goods until full payment of all claims resulting from goods deliveries as part of the entire business relationship, including subsidiary claims, claims for compensation, and the payment of cheques and bills of exchange. The retention of ownership continues to apply even if individual receivables are included in a running account, and the balance has been drawn upon and acknowledged. Should the seller accept contingent liabilities in the interest of the purchaser (challenges / bills of exchange), all rights arising from the reservation of title, including rights to special forms specified in these provisions, shall remain valid until the seller is completely released from these liabilities.

If the reserved goods are combined, mixed or processed by the purchaser in order to become a new movable, this shall be done on behalf of the seller, without the seller being obliged hereby. The purchaser does not gain ownership of the combined, mixed or processed new item in accordance with § 447 et seq BGB. If the goods are combined, mixed or processed with moveable goods that do not belong to the seller, the seller acquires ownership of the new movable item according to the ratio of the invoice value of its reserved goods, to the total value. In the business relationship between the seller and the purchaser, if a central regulator is involved and takes over del credit liability, the seller transfers its ownership to the central regulator with the shipment of the goods under the suspended condition of payment of the purchaser. The central regulator shall only be deemed discharged after payment by the central regulator.

The purchaser is only entitled and authorised to further sell or process the reserved goods subject to the following conditions. The purchaser may sell or process the reserved goods only in the course of ordinary business operations and provided that its financial situation does not persistently deteriorate.

The purchaser hereby assigns the claim along with all ancillary rights arising from the resale of the reserved goods – including any current accounts receivable – to the seller, regardless of whether the reserved goods are resold without or subsequent to processing, combining or mixing. If the goods have been combined, mixed or processed and the seller has acquired co-title to the amount of the invoiced value, it is entitled to claim the proportion of the purchase price related to the value of its rights in the goods. To the same degree, the purchaser assigns to the seller, in advance, any claims resulting from a works or works supply contract for which it uses the reserved goods.

If the purchaser sells the claim within the framework of genuine factoring, the purchaser shall assign the claim against the factor taking its place to the seller, and shall pass on to the seller its sales proceeds pro rata the value of the seller's rights to the goods. The purchaser must disclose the assignment to the factor if it is more than 10 days overdue with settlement of an invoice or if its financial situation deteriorates significantly. The seller shall accept such assignment.

The purchaser is itself entitled to collect the claims from the sale of reserved ownership goods for as long as it fulfills its payment obligations to the seller. Authorisation to collect claims lapses if the purchaser defaults on payments or if the purchaser's financial situation deteriorates considerably. In this case, the seller is hereby authorised by the purchaser to inform the recipients of the assignment and to undertake collection of the claims itself.

The purchaser may subsequently assign the claim to third parties, but the seller shall be entitled to declare to the third parties the necessary information for the enforcement of the assigned claims and must allow this information to be checked. The purchaser must particularly provide the seller, with an exact list of the claims to which it is entitled, with the names and addresses of the recipients, the amounts of individual receivables, invoice dates, etc.

If the value of all security that exists for the seller exceeds all of its claims by more than 10 %, the seller is released from the security obligations, and the security rights are based on existing security. Should the seller accept contingent liabilities in the interest of the purchaser (cheques / bills of exchange), all rights arising from the reservation of title, including rights to special forms specified in these provisions, shall remain valid until the seller is completely released from these liabilities.

The purchaser shall hold the reserved goods for the seller free of charge. It must insure them to the customary extent against the usual risks, such as fire, theft and water. The purchaser hereby assigns to the seller, at the purchaser's request, to release the security to such extent to the claimant. Pledging or cession by security of reserved goods or ceded claims are not permissible. The seller is instructed immediately of any pledging and the identity of the pledgee concerned. If the seller accepts re-turn of the reserved ownership goods, it is therefore in the right of the central regulator. The purchaser may only use the reserved ownership goods for or in the course of the entire business relationship, including subsidiary claims, claims for compensation, and the payment of cheques and bills of exchange. All rights arising from the reservation of title, including rights to special forms specified in these provisions, shall remain valid until the seller is completely released from these liabilities.

The seller shall accept such assignment.

All claims and rights arising from the retention of title to all special forms specified in these provisions shall remain valid until complete release from all contingent liabilities (cheques / bills of exchange) that the seller has retained in the interests of the central regulator. The purchaser is generally allowed to do factoring for its accounts receivable. However, the purchaser must inform the seller before incurring any contingent liabilities.

9 Prices

All prices are subject to the value-added tax applicable at the time of delivery.

10 Final provison

Should individual clauses of these terms and conditions be or become wholly or partly ineffective, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

11 Applicable law


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