INGENIEURBÜRO WEISS- inspiring ingredients

WHITE*STAR GMBH

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General Terms and Conditions of Sales

1. General

1.1 Our offers, deliveries and payment conditions are subject of these Terms and Conditions in the most actual version if no other agreements have been made.

2.1 Offers are without commitment, matter of final confirmation. Orders and business transactions become binding only after our written confirmation.

2. Prices, Payment Terms

2.1 Prices are quoted in Euro. Value added taxes are not included.

2.2 Invoice date is the day of shipment or release of goods.

2.3 Payment terms are 14 days from invoice date, covering the full amount of the invoice. Payment is considered as settled by the day of credit reception. Cheques are only accepted as matters of fulfillment.

2.4 If it becomes apparent after conclusion of the contract that our claim for payment is jeopardised by the customer not being able to perform, we may refuse performance and ask for pre-payment or to provide security concurrently with delivery.

2.5 In case of a default in or suspension of payment, any receivables become immediately due and we are entitled to ask for advance payment or provision of securities.

2.6 Upon default of payment we are entitled to demand default interests of 8 percent above the base lending rate. We reserve the right to claim further succeeding damage.

2.7 The customer may only withhold due payments against existing counterclaims if these are undisputed or legal proofed.

3. Packaging, Delivery

3.1 Packaging is confirmed either in the product specification or in the purchase order confirmation.

3.2 Delivery conditions are agreed and confirmed prior to the business transaction.

3.3 Lead times and delivery periods are binding only if those are expressly agreed in written form. Delivery periods start at the date of our order confirmation and are met on timely notification about release to the carrier or collection.

3.4 If delivery periods and dates are not expressly confirmed in the order confirmation, after two weeks the customer may set an adequate grace period for delivery. We may only be deemed to be in default after such grace period is expired. If we fail to comply with our obligations, we shall only be liable in accordance to section 7 (liability).

3.5 If we are unable to supply at confirmed conditions due to force majeure or other unforeseeable events (like disruption, strike, authorities order or natural disaster), the time for the delivery will extend for a reasonable period.

3.6 Delivery period and date is generally regarded as extended by the period given when the customer fails to comply with his obligations.

3.7 We may perform partial deliveries and render partial services to a reasonable extent.

4. Small Amounts Supplement

Our offers do not cover extra costs and efforts which are emerged by small quantity order volumes. A blanket surcharge of (presently) 30,00 Euro per item will be added for orders minor than one pallet (normally 750 kg).

5. Retention of Title

5.1 Delivered goods fully remain our property (goods sold subject to retention of title) until all current and future receivables have been fully paid up.

5.2 The customer is obliged to adequately store the goods and to insure it against loss and damage within the usual mercantile limits. He assigns to us, in advance, any insurance claims which may accrue. Upon request, the customer is obliged to provide a complete inventory of the goods subject to retention.

5.3 In case of processing, combining or mixing of goods subject to retention, we gain co-ownership of the new property in the relation of the invoiced values.

5.4 The customer's right to dispose over the goods subject to retention terminates if he is in default of payment, becomes insolvent or similar legal proceedings. We are authorized to take back the goods at the customers expenses.

5.5 If the customer resells goods under retention, directly or farther processed, in the normal course of his business operations, he immediately assigns to us any resulting receivables of such transactions. Until our revocation, the customer is authorized to collect those receivables assigned to us. In case of our revocation, the customer has to report full details of any assigned receivables and advise the debtors of the assignment.

5.6 Our claiming retention of title does not mean withdrawal from contract if we do not expressively declare so. If the customer fails to meet his obligations, any of his demands on the goods under retention will immediately terminate.

5.7 The customer is obliged to contribute full support in securing the coverage of the full value of the reserved goods and immediately inform us about endangered security or third party claims onto the goods under retention of title.

6. Warranty

6.1 Product characteristics, indicated or declared, are considered as descriptive information only and not qualified as guarantee claims. Granted quality terms are expressively referred to in written form.

6.2 Customary deviations from average standard in a tolerance normal for natural products is not considered as inadequate or deficient quality.

6.3 The customer has to inspect the goods without delay upon receipt. He has to give written notice on obvious defects within two business days upon receipt, hidden defects within two business days upon discovery, else the goods are deemed approved. Any processing, finishing and handling of deficiency claimed goods has to be stopped immediately.

6.4 Noncompliant warehousing, handling or processing exclude any quality claims.

6.5 Justified defects will be adjusted in the course of supplementary performance in accordance with the customer, or we replace the claimed goods by non-defected goods.

6.6 Limitation period for deficiency claims is 12 months.

6.7 If the customer is entitled to rescind the contract he shall be liable for any intentional or negligent damage or loss of the goods.

7. Liability

7.1. In case of a breach of contractual obligations or defect deliveries, we shall only be obliged for compensation damages or expenses – subject to any other contractual or statutory conditions for liability – if we acted intentionally or at gross negligence. However, our liability shall be limited to cover the typical damage only, respectively to compensate the inferior value or returning of goods, excluding consequential losses or damages.

7.2 Limitation period for compensation claims is 12 months.from delivery. Recourse claims are handled according to legal regulations.

8. Insolvency

If insolvency proceedings against the customer is initiated or in progress, we are entitled to terminate the contract.

9. Final Provisions

9.1 Place of performance is our residence Thannhausen, Germany. Place of jurisdiction is the district court Memmingen, Germany.

9.2 Governing laws are the laws of Germany with the exclusion of the UN treaty for contracts of the international sale of goods (CISG). Customary clauses must be interpreted according to the respectively valid incoterms.

9.3 The legal invalidity of any provision shall in no way affect the validity of the remaining provisions. The invalid provision shall be replaced by a regulation which shall as far as possible satisfy the original intention of the parties.

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