



General terms of delivery
from Rehfuß Drive Solutions GmbH
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§ 1 General 1. For all business transactions between us and the buyer, client or purchaser, hereinafter referred to as the buyer, these General Terms and Conditions apply exclusively in addition to the other contractual agreements. We do not recognize other conditions of the purchaser - even in the case of unconditional service provision or acceptance of payment - unless we expressly agree to their validity in writing. This also applies to general terms and conditions outside of the purchaser's general terms and conditions of purchase, in particular, but not only, for quality assurance agreements, framework delivery contracts, supply contracts, consignment storage agreements and confidentiality agreements of the purchaser, insofar as the provisions therein are not negotiated with us were.

2. These conditions only apply to business dealings with entrepreneurs within the meaning of § 14 BGB; they also apply to all future business relationships without renewed involvement until new conditions are set by us.

3. All agreements that are made between us and the customer in the context of contract negotiations must be put in writing for reasons of evidence and confirmed by both sides.

4. Ancillary agreements, subsequent changes to the contract and the assumption of a guarantee, in particular the warranties of properties, or the assumption of a procurement risk must be made in writing if they were given by persons who are not authorized to represent. A silence from us does not mean approval.

§ 2 Consultation 1. We only advise the customer upon express request. There is no advice in omitted statements.

2. Our consulting services are based on empirical values. If the advice extends to circumstances over the correctness of which we have no influence, for example on the composition of the raw material or the services of subcontractors, the advice is non-binding.

3. The advice from us extends as product and service-related advice exclusively to the products and services we deliver. It does not extend to advice that is independent of the contract, i.e. statements that are given without products being sold or services being provided by us.

§ 3 Conclusion of contract 1. Our offers are non-binding; they are deemed to be an invitation to submit an offer.

2. In principle, the order placed by the customer represents the offer to conclude a contract.

3. The first processing of an offer is usually free of charge. Further offers and design work are only free of charge if the delivery contract becomes and remains valid.

4. Descriptions and photos of the products in technical documents, brochures, company brochures, catalogs, price lists, etc. are non-binding unless their inclusion in the contract has been expressly agreed; they do not exempt the customer from carrying out their own checks. Product and service descriptions on the Internet can of course only be of a general nature; If the customer wishes to derive binding quality agreements or the suitability for use for the intended application, he must refer to this in the order.

5. All information about the execution of the order must be given in the order. This applies to all deliveries, services, work and other services by us. This includes in particular, but not exclusively, information on the item description, number of items, dimensions, material, material composition, pre-treatments, processing specifications, treatment regulations, storage, standards and all other technical parameters and physical characteristics. Missing, incorrect or incomplete information is expressly not agreed and does not constitute any obligations on our part, neither in the sense of fulfillment and warranty nor in the sense of claims for damages.

6. If the order placed by the purchaser deviates from our offer, the purchaser must indicate the deviations separately.

7. We are entitled to obtain further information that serves the proper execution of the order.

8. Orders should be placed in writing or electronically (EDI); Oral and telephone orders are carried out at the risk of the customer.

9. If the customer withdraws an order accepted by us, we are entitled, without prejudice to the possibility of higher actual damage, to charge 10% of the delivery or service price for the costs incurred in processing the order and for the lost profit. The customer retains the right to provide evidence of minor damage.

10. We accept the order by sending our order confirmation.

11. We reserve the right to process the delivery or service items in another company or to have them carried out at no additional cost for the customer.

§ 4 Calls 1. In the case of call-off delivery contracts, unless otherwise agreed, we must be notified of binding quantities at least 3 months prior to the delivery date. In individual cases it may be necessary to extend this period, e.g. due to material delivery times.

2. Additional costs caused by a delayed call or subsequent changes to the call in terms of time or quantity by the customer shall be borne by the customer; our calculation is decisive.

3. Unless otherwise agreed, all call-off orders must be accepted within one year of the order being placed, without the need for an acceptance request. If this period has expired, we are entitled to invoice the goods and send them at the expense and risk of the customer or to withdraw from the contract immediately.

§ 5 Change 1. A separate contractual agreement is required for changes to the delivery or service item after the conclusion of the contract.

2. We reserve the right to change the delivery or service item appropriately in the event of missing or incorrect information. Disadvantages due to missing or incorrect information, in particular additional costs or damage, are borne by the customer.

3. We reserve the right to make technical changes to the delivery or service item that do not endanger the contractual objective.

4. Part deliveries or services are permitted, provided that this only negligibly affects use and does not endanger the purpose of the contract. They can be billed separately.

§ 6 Delivery Time 1. If a delivery or service period has been agreed, this begins with the dispatch of the order confirmation, but not before all details of the order have been fully clarified and all the customer's duties to cooperate have been properly fulfilled; the same applies to delivery or service dates.

2. In the event of amicable changes to the subject of the order, delivery or service deadlines and delivery or service dates must be newly agreed. This also applies if the subject of the order was renegotiated after the conclusion of the contract without the subject of the order being changed.

3. Delivery or service deadlines and delivery or service dates are subject to fault-free and timely delivery as well as unforeseeable production disruptions.

4. The delivery or service time is complied with if the delivery or service item has left our factory by the time it expires or has been handed over to the commissioned transport company in the factory or has given us notification of completion for collection.

5. We are entitled to provide the agreed delivery or service before the agreed time.

§ 7 Delay in acceptance 1. If the customer does not accept the goods on the agreed delivery date or the agreed delivery period due to a circumstance for which he is responsible, we are entitled to reimbursement of the additional expenses incurred as a result. In particular, we are entitled to charge the customer with storage costs of 0.5%, but no more than a total of 5% of the delivery or service price for each month or part thereof. The contracting parties are free to provide evidence of higher or lower storage costs.

2. We are authorized to determine a suitable storage location at the expense and risk of the customer and to insure the delivery or service items at the customer's expense.

3. We are entitled to demand compensation instead of performance, we are entitled, irrespective of the possibility, to claim higher actual damage, demand 15% of the price as compensation, unless the customer can prove that the damage did not occur at all or that it was significantly lower than the flat rate is.

§ 8 Force majeure In cases of force majeure, we extend the delivery and service deadlines by the duration of the disruption that has occurred.

This also includes, but not only, circumstances for which we are not responsible, such as war, fire damage, strikes, lockouts, traffic disruptions, orders from high authorities, business interruptions, or significant operational disruptions, such as material or energy shortages at our company, commissioned subcontractors or upstream suppliers. This also applies if we were already in default when these circumstances occurred.

We will notify the customer immediately of the beginning and end of such obstacles.

If the delivery or service is delayed by more than six weeks, both the customer and we are entitled to withdraw from the contract within the scope of the service affected by the service disruption. The contracting parties are not entitled to any compensation.

§ 9 Terms of payment 1. Unless otherwise agreed, all prices are net "ex works" plus the statutory value-added tax at the time of invoicing. Ancillary costs such as packaging, freight, shipping costs, customs, assembly, insurance and bank charges are charged separately.

We will only insure the goods to be shipped upon request and at the expense of the customer.

2. If there is a significant change in wage, material or energy costs for contracts with a term of more than 12 months and for open-ended contracts, each contracting party is entitled to negotiate a reasonable adjustment of the price, taking this into account Factors to require.

We are also entitled to change the agreed price appropriately if there are changes before or during the execution of the order, because the information provided by the customer and the documents provided were incorrect or otherwise changes are requested by the customer.

3. We are entitled to request a reasonable advance payment upon conclusion of the contract.

4. If a binding order quantity has not been agreed, we base our calculation on the non-binding order quantity (target quantity / forecast) expected by the customer for a specific period of time. If the customer purchases less than the target quantity, we are entitled to increase the unit price appropriately.

5. Unless otherwise agreed, invoices are due net within 10 days of the invoice date. They are payable without any deductions. In the event of non-payment, the purchaser is in default without any further reminder. Discounts and rebates are only granted after a separate agreement. Partial payments require a separate written agreement.

6. Payment by bill of exchange requires a separate prior agreement. The customer bears discount charges and exchange costs. Invoices are settled by check or bill of exchange only on account of performance and are only considered payment after unconditional credit.

7. If we have several outstanding claims against the purchaser and the purchaser's payments are not made for a specific claim, we are entitled to determine which of the outstanding claims the payment was made for.

8. In the event of delayed payment, deferral or partial payment, we are entitled to demand standard bank interest on arrears, but at least 10 percentage points p.a. above the respective base rate and to withhold further services until all due invoices have been settled. We reserve the right to provide evidence of higher damage.

9. If there are justified doubts about the solvency or creditworthiness of the customer, e.g. due to sluggish payment methods, default in payment or check protest, we are entitled to demand security deposits or cash payment step by step against our performance.

If the customer does not comply with this request within a reasonable period set, we are entitled to withdraw from the part of the contract that has not yet been fulfilled or to stop deliveries until we have received the payments. The deadline is unnecessary if the customer is clearly unable to provide security.

10. The customer is only entitled to offset against claims from us if his counterclaim is undisputed by us or has been legally established or is ready for a decision. This offsetting prohibition does not apply to counterclaims from the same contractual relationship. The assignment of claims directed against us requires our approval.

11. The customer has a right of retention only if the counterclaim is based on the same contractual relationship and is undisputed or legally established or disputed but ready for a decision.

If one of our services is undisputedly defective, the customer is only entitled to withhold payment to the extent that the amount withheld is in reasonable proportion to the deficiencies and the likely costs of remedying the defect.

12. The payment dates remain in effect even if there are delays in delivery through no fault of ours.

13. In order for us to be exempt from sales tax for intra-community deliveries, we require a so-called confirmation of arrival from the customer. The customer is therefore obliged to confirm to us in writing after receipt of the subject of the contract that he as the customer has received the subject of the contract as the subject of an intra-community delivery.

14. Insofar as value added tax is not included in our invoice, in particular because, based on the information provided by the customer, we expect an "intra-community delivery" within the meaning of § 4 No. 1 b i. V. m. § 6 a UStG and we are subsequently charged with VAT (§ 6 a IV UStG), the customer is obliged to pay us the amount with which we are charged.

This obligation applies regardless of whether we have to pay VAT, import sales tax or comparable taxes in Germany or abroad.

§ 10 Transfer of risk, packaging 1. The place of performance for the services and payments commissioned is our place of business.

2. The customer is obliged to take delivery as soon as we have notified him of the completion of the services ordered. If the customer does not accept the service within two weeks of notification, the acceptance is deemed to have taken place.

3. The risk of destruction, loss or damage to the goods is transferred to the customer upon notification of the completion of the goods. Insofar as shipping has been agreed, the risk is transferred to the customer when the goods are dispatched or handed over to the transport company.

4. Unless otherwise agreed, we determine the type and scope of the packaging. Disposable packaging will be disposed of by the customer.

5. If the dispatch takes place in loaned packaging, these must be returned carriage paid within 30 days of receipt of the delivery. The purchaser is responsible for loss of and damage to the loaned packaging.

Loan packaging must not be used for other purposes or to accommodate other items. They are only intended for the transport of the delivered goods. Labels may not be removed.

6. If the goods are damaged or lost in transit, the customer must immediately arrange for an inventory to be made and notify us accordingly. Claims arising from any transport damage must be made immediately to the carrier by the customer.

§ 11 Obligation to examine and complain 1. It is the responsibility of the customer to inspect the goods in accordance with Section 377 of the German Commercial Code (HGB) or comparable foreign national or international regulations immediately after delivery and to notify us of any defects and damage recognized later in writing or in text form immediately after their discovery. Otherwise the delivery is deemed to be approved free of defects. The regulation of § 377 HGB applies accordingly to services and work.

2. The further use of defective deliveries or services is not permitted. If a defect in the goods receipt or during the provision of the service could not be discovered, any further use of the delivery or service item must be stopped immediately after discovery.

3. The customer will immediately provide us with a representative amount of defective parts. He grants us the time necessary to examine the reported defect. In the event of unjustified complaints, we reserve the right to charge the purchaser with the inspection costs incurred.

4. The notification of defects does not release the purchaser from meeting his payment obligations.

§ 12 Warranty 1. If there is a defect in the delivery or service items, we are entitled, at our own discretion, to remedy the defect, to deliver a replacement or to issue a credit within a reasonable period of time.

2. In the case of third-party products, even if they have been built into the delivery products or used in any other way, we are entitled to initially limit our liability to the assignment of the warranty claims that we are entitled to against the supplier of the third-party products, unless the satisfaction from the assigned right fails or the assigned claim cannot be enforced for other reasons.

3. Claims of the customer due to the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labor, material and replacement costs are excluded if the expenses increase because the goods were subsequently moved to a location other than the original place of performance.
4. The same warranty conditions apply to replacement services and subsequent improvements as to the item originally delivered.

§ 13 Legal defects, property rights 1. Orders based on drawings, sketches or other information handed over to us are carried out at the risk of the customer. If we intervene in third-party property rights as a result of executing such orders, the customer releases us from claims by these rights holders.

2. Our liability for violations of property rights in connection with the use of the delivery or service items or the connection or use of the delivery or service items with other products is excluded.
3. In the event of such legal defects, we are entitled to obtain the necessary licenses or to remedy the defects to a reasonable extent by changing the delivery or service item.
4. Unless otherwise agreed, our liability for the infringement of third-party property rights is limited to property rights that are registered and published in Germany.
5. We reserve all property rights and copyrights to the images, drawings, calculations and other (technical) documents provided by us. A transfer to third parties requires our prior written consent. In the case of planning services provided by us, the customer recognizes our intellectual authorship.

§ 14 Liability 1. We are only liable for the company's liabilities with the company's assets

2. In the case of simple negligence, we are only liable for breach of an essential contractual obligation. Liability is limited to typical, foreseeable damage.
3. In the case of warranted properties, our liability is limited to the scope and amount of our product liability insurance. The scope of the coverage corresponds to the recommendations for business and product liability insurance of the German Insurance Association. The amount of cover for the insurance cases recorded in the insurance contract is at least 2 million euros per claim and double that per insurance year. If this does not occur or does not occur completely, we are obliged to be liable up to the amount covered.
4. Claims for damages due to personal injury and claims from the Product Liability Act are subject to the statutory provisions.
5. Limiting liability agreements from the contract also apply to claims by the customer under tort law.
6. Any further liability for damages than in accordance with the above regulations is excluded. The purchaser's right of recourse against us only exists insofar as he has not made any agreements with his customer that go beyond the statutory claims for defects and damages. Our liability is excluded insofar as the customer has effectively limited his liability to his customer.
7. Insofar as our liability is limited or excluded, this also applies to the personal liability of our employees, workers, employees, representatives, vicarious agents and vicarious agents.
8. If our liability is limited or excluded, the customer is obliged to exempt us from third party claims upon request.
9. The customer is obliged to report to us immediately about claims by third parties.

§ 15 Limitation 1. The limitation period for claims and rights due to defects in our products, services and work as well as the resulting damage is 1 year. This does not apply if the law prescribes longer periods. The start of the limitation period is based on the statutory provisions.

2. The limitation period according to the preceding paragraph 1, sentence 1 also does not apply in the case of intent, if we have fraudulently concealed the defect or have assumed a quality guarantee, in the case of claims for damages due to personal injury or violation of liberty of a person, in the case of claims from the Product Liability Act and in the event of a grossly negligent breach of duty or a breach of essential contractual obligations.
3. Subsequent performance measures neither inhibit the limitation period applicable to the original provision of services, nor do they allow the limitation period to start anew.

§ 16 Acquisition of property 1. We reserve title to all contractual items until all claims to which we are entitled from the business relationship with the customer have been settled in full.

2. If we process, combine or mix property with third-party property, we acquire ownership of the new item in accordance with § 947 BGB.

If processing, combining or mixing takes place in such a way that the third-party service is to be seen as the main item, we acquire ownership in the ratio of the value of our service to the third-party service at the time of processing.

3. If we acquire ownership of an item through our performance, we reserve ownership of this item until all existing claims from the business relationship with the customer have been settled.
4. The customer is obliged to keep the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at his own expense. The customer has to insure the reserved goods against loss and damage at his own expense. Security claims arising in the event of damage are to be assigned to us.
5. The customer is entitled to resell the item that we own in the ordinary course of business, as long as he fulfills his obligations from the business relationship with us. In this case, the claim arising from the sale is deemed to have been assigned to us in the ratio in which the value of our performance secured by the retention of title is to the total value of the goods sold. The purchaser remains entitled to collect this claim even after the assignment. Our authorization to collect this claim ourselves remains unaffected.
6. The right of the customer to dispose of the goods subject to our retention of title and to collect the claims assigned to us expires as soon as he no longer fulfills his payment obligations or an application is made to open insolvency proceedings. In these cases and in the event of any other behavior on the part of the customer in breach of the contract, we are entitled to take back the goods delivered under retention of title.
7. The customer informs us immediately if there is any risk to his reserved property, in particular in the event of insolvency, insolvency and enforcement measures. At our request, the customer must provide all necessary information about the inventory of the goods in our (joint) ownership and about the claims assigned to us, as well as informing his customers of the assignment. The customer supports us in all measures that are necessary to protect our (co-) property and bears the resulting costs.
8. Due to all claims from the contract, we are entitled to a lien on the goods of the customer that we have come into possession of on the basis of the contract. The right of lien can also be asserted because of claims from earlier deliveries or services, insofar as these are related to the object of delivery or service. The right of lien applies to other claims from the business relationship, insofar as this is undisputed or has been legally established. Sections 1204 ff. BGB and Section 50, Paragraph 1 of the Insolvency Code apply accordingly.
9. If the realizable value of the securities exceeds our claims by more than 15%, we will release securities of our own choice at the request of the customer.

§ 17 Manufacturing equipment 1. If special means of production, such as samples, tools and templates, are required to carry out the order, we shall or remain the owners of the means of production manufactured by us or by a third party commissioned by us; this also applies if the customer pays a proportion of the costs for the production equipment.

2. The means of production are only used for the customer's orders as long as the customer fulfills his payment and purchase obligations. We are only obliged to maintain and replace these tools free of charge if this is necessary to fulfill an output quantity assured to the customer.
3. Unless otherwise agreed, manufacturing costs for the manufacturing equipment will be invoiced separately from the goods to be delivered. This also applies to tools that have to be replaced due to wear. Proportional tooling costs are listed separately in the offer and in the order confirmation; they are due without deduction upon conclusion of the contract. It should also state whether and how any tool cost shares that may have been paid will be amortized.
4. If it has been agreed that the purchaser shall become the owner of the tools, ownership of the tools shall pass to him after payment of the purchase price for the tools. The handover of the tools to the customer is replaced by our retention obligation. Irrespective of the purchaser's legal right to return and the service life of the tools, we are entitled to exclusive ownership of the tools until the purchaser has accepted a minimum number of items to be agreed upon or until a certain period of time has elapsed. We will mark the tools as third-party property and insure them at the request of the customer at his expense.
5. If the customer suspends or terminates the cooperation during the production time of the production equipment, all production costs incurred up to that point will be borne by him, unless we are responsible for the termination.

6. In the case of the customer's own tools in accordance with Paragraph 4 or in the case of tools provided by the customer on loan, our liability with regard to storage and maintenance is limited to the care taken in our own matters. The customer bears the costs for maintenance and insurance.

Our obligations expire if the customer has not picked up the tools within 14 days of being requested to do so.

7. As long as the customer does not fully meet his contractual obligations, we have the right to retain the tools. This does not affect our statutory liens.

§ 18 Provision of materials As long as the customer does not fully meet his contractual obligations, we have the right to retain the tools. This does not affect our statutory liens

1. Upon delivery, we will only examine the surrendered item for externally visible defects and damage. We are not obliged to carry out further controls. Any defects or damage found will be reported to the customer within 10 working days of the discovery of the defect.

2. The surrendered item must consist of a material that is easy to process and of normal or agreed quality. Otherwise we will invoice the customer for the necessary additional work. Agreed delivery and service deadlines by our company are extended in the event of non-compliance with the condition stipulated in sentence 1 by the period of the delay that has occurred as a result.

3. If the item provided proves to be unusable as a result of material defects, we shall be reimbursed for the processing costs incurred.

4. We are not liable for damage caused by inaccurate labeling and identification of the item delivered by the customer.

5. The customer is obliged to compensate for all damage including lost profit that we incur as a result of the surrender of non-processable material.

6. No reimbursement will be made for rejects that are customary in the industry.

§ 19 RoHS und electrical law 1. The customer has to check the directive 2002/95 / EG (RoHS) and the electrical law before placing the order, whether our delivery falls within the scope of the ElektroG after further processing and to inform us whether this is the case. If we do not receive any notification, we assume that the workpieces will not be built into or connected to products that comply with the product catalog of Section 2 Paragraph 1 of the ElektroG.

2. In the event of a violation of the ElektroG, our liability is excluded if this violation is based on a breach of the customer's obligation to notify. If claims are made against us by a third party due to this violation, the customer must indemnify us from these claims.

§ 20 Confidentiality 1. The customer undertakes to treat all aspects of the business relationship that are worthy of protection as confidential. In particular, he will treat all non-public commercial and technical details of which he becomes aware through the business relationship as business secrets.

The confidentiality obligation does not include information or aspects of the business relationship that were already publicly known at the time of disclosure, as well as such information or aspects of the business relationship that the contractual partner was demonstrably known to us before the disclosure. The

customer ensures that his employees are also obliged to maintain confidentiality.

2. Duplication of the documents provided to the customer is only permitted within the framework of operational requirements and copyright provisions.

3. All documents may not be made available to third parties in whole or in part or used outside the purpose for which they were made available to the customer without our written consent.

4. A partial disclosure of the business relationship with us to third parties is only permitted with our prior written consent; the customer should also oblige the third party to maintain confidentiality within the framework of a similar agreement.

5. The purchaser may only advertise the business relationship with us with prior written consent; he is obliged to maintain secrecy even after the end of the business relationship.

§ 21 export and import capability If an export has not been agreed with us, we are not obliged to check whether an export of the products we have delivered requires approval. The risk of exportability and importability of the ordered products lies with the customer. It is the responsibility of the customer to check this, e.g. by submitting an inquiry to the Federal Office of Economics and Export Control (BAFA) in Eschborn near Frankfurt am Main.

§ 22 Place of jurisdiction and applicable The place of jurisdiction is either the court responsible for our place of business or the place of business of the customer.

2. Only the law of the Federal Republic of Germany is applicable to business relationships with the customer. The applicability of the CISG - "UN Sales Law" is excluded.

3. Should individual parts of these General Terms and Conditions be ineffective, this shall not affect the effectiveness of the remaining provisions.

§ 23 Data protection We treat all data of the customer exclusively for the purpose of business transactions and according to the specifications of the currently valid data protection regulations. Upon written request, the customer also has the right to information about his personal data that we have collected, processed and used.

§ 24 Contact details

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