

Conditions of Sale and Delivery of Heinz Ziegenbein GmbH & Co. KG, Liststr. 28, 70180 Stuttgart, Germany

All our offers and deliveries are subject to the following conditions:

1. All offers shall be non-binding and subject to written confirmation.
2. If not otherwise agreed, all prices include packaging and shipping costs. Costs for expensive forms of shipment shall be additional and borne by the Buyer. For orders below 1,000 EUR purchase value, the Buyer shall bear shipping and packaging costs.
3. Orders, including those submitted to agents, shall only be binding for the Seller once the Seller has confirmed said order in writing.
4. Without exception, confirmations of orders shall be subject to the ability of said order to be completed without interruption by incidents of any kind. If such an interruption occurs e.g. in the event of force majeure, the Seller, at his option, has the right to either postpone the shipment or withdraw from the contract. The Seller shall have the same rights in the event that his suppliers do not fulfil their transactions, upon which a sale is based according to contract, and especially not in a timely manner.
5. The Buyer shall not have the right for compensation from the Seller due to delayed or omitted deliveries. The Buyer shall only have the right to withdraw if he has previously granted the Seller a sufficient grace period of a minimum of four weeks by registered post. Said grace period shall begin with the date of receipt of the registered letter.
. In a case of delay according to Item 4 of these Conditions, said grace period shall only begin after the hindrance is eliminated.
6. In the case of custom-made products, excess or short deliveries of up to 10% are permitted.
7. Any deviations in the Goods, especially with regard to width, colour, finish, and weight, will not be a ground for rejecting the Goods.
8. Any claims must be filed immediately, at latest within one week after receipt of goods and prior to further processing. Cancellations and return of Goods may only take place upon previous agreement with the Seller.
9. In the event of a justified complaint regarding the Goods, only their return and the cancellation of the transaction in question may be requested. The liability is limited to substitute deliveries. The Seller shall not be liable for consequential damages. Said cancellation shall only be possible if the Seller cannot provide a replacement or – in the case of partial deliveries – the respective portion of the business transaction.
10. All transport risks, from place of dispatch, shall be borne by the Buyer. Transport insurance shall only be provided by the Seller upon the explicit request of the Buyer. In the event of damage, the reimbursement amount is limited to the amount the Seller receives from the insurance company for the claim.
11. The invoice shall be issued on the day of delivery or provision of the Good. Any deferment (fixing of the value date) of the payment due date is not permitted. The valid payment date is indicated on the front of the invoice. Payments shall always be utilised for the oldest accounts payable plus any accrued default interest. The postmark shall be decisive in determining the day of effected payment in any case. In the event of bank transfers, the day before that upon which the Supplier's bank account has been credited with the respective amount shall be considered the date of effected payment. In the event of payments past due, default interest in the amount of at least 4% above the European Central Bank's key interest rate shall be charged. Payment must be in the form of cash, cheque, or bank, giro or postal cheque transfer. Offsetting payment with contested counterclaims, retaining due invoice amounts or unauthorised deductions of any kind (e.g. for postage, bank transfer or insurance charges) are not permitted. Exchanges, insofar as they are accepted as payment, shall not be considered as cash payments and shall only be accepted upon reimbursement of bank, discount and collection expenses. Generally, exchanges and acceptances may not have a longer period of maturity than three months. Payment must always correspond to the gold value on the day of conclusion of the business transaction.
12. The Seller is not obligated to make any further deliveries from any contracts before full payment of all outstanding amounts, including default interest. Should the Buyer be in arrears with payments or should a considerable worsening of his financial circumstances occur, the Seller may demand cash payment in advance.
13. Until full payment of all present and future outstanding amounts including any collateral charges (in the event of payment via cheque or exchange, until their encashment), supplied Goods shall remain the property of the Seller in all respects. Up to that point, the Buyer is not authorised without the permission of the Seller to impawn or transfer said Goods to a third party as a security. Impawnments on the part of other creditors are to be reported to the Seller immediately. Until full payment, the Buyer may only sell or further process the Goods in the context of regular business operations. The products produced by the Buyer from the Goods supplied by the Seller shall be considered rental property in the amount of the outstanding payment of the purchase price in a ratio of the value of the Goods supplied by the Seller to the new value of the Goods. If the Goods supplied by the Seller or those produced using said Goods supplied by the Seller are sold, the respective amount of the accounts payable resulting from said sale shall be transferred to the Seller.
If the Buyer should default on the obligations resulting from Items 11 and 12, the Seller may demand the return of the Goods without withdrawing from the sales contract. Inclusion of the receivable purchase price in an open account (current account) and the acceptance of a balance shall not affect the conditional quality of the sale regarding retention of title.

14. The place of execution shall be the place of business of the Seller. The sole place of jurisdiction for any and all disputes between the Buyer and the Seller shall be Stuttgart, Germany.

15. Oral agreements, shall only be binding for the Seller if they have been confirmed in writing by the Seller including his valid signature. Conditions other than those stated above shall not be valid unless they are explicitly approved by the Seller in writing. The above conditions shall also be binding for the Seller without his explicit approval, even if the Seller stipulates other conditions.