



General Terms and Conditions

1. Application: The sale of our goods and our other services is based on the following General Terms and Conditions. Deviating purchasing conditions of the purchaser are hereby contradicted.

2. Offer: Our offer is exclusively directed to persons, who are acting for purposes relating to their commercial, independent, professional, on-duty official activity. Offers in advertising, for example in catalogues, price lists and in the Internet are non-binding.

3. Prices: All prices are valid plus the respective statutory value-added tax.

4. Contract conclusion: A contract will be concluded on the one hand by your order and on the other hand by our declaration of acceptance – e.g. by our order confirmation or by the delivery of the ordered goods.

5. Freight charges: Unless otherwise agreed, the following applies for deliveries within Germany: for contract values below a merchandise value of EUR 350.00 net, we charge a postage and packaging charge of EUR 7.95 (delivery free kerbstone edge). The minimum order value is EUR 75.00 net merchandise value. If the minimum order value is not reached, we charge additionally an extra charge for small quantities in the amount of EUR 10.00. Additional costs due to special mode of dispatch desired by the purchaser (e.g. express goods, air freight or insurance) shall be borne by the purchaser.

Forwarding costs for deliveries abroad will be determined and charged in coordination with the purchaser. If required, we carry

out the export declaration; the purchaser cares about the import customs clearance and import taxation at his own expense.

6. Payment: The place of performance for the payment obligation of the purchaser is Nuernberg.

6.1. Conditions of payment: The delivery is made against invoice, on request also against payment in advance or – in the Internet – by PayPal. For new customers, customers with residence outside the Federal Republic of Germany and depending on creditworthiness, ordered object, order volume and term of the order, we reserve the right to conclude a contract only with a deviating payment method or with an additional security of our advance services. Invoices are payable within 14 days from the date of invoice with a discount of 2% or within 30 days without deduction. The timeliness of the payment is determined by the receipt of payment on our account.

6.2. Retention and offsetting: The retention of payments because of claims of the purchaser that are not acknowledged by us or that are not legally confirmed is excluded just as much as the offsetting with not acknowledged or not legally confirmed counterclaims of the purchaser; this does not apply for defect claims or claims for completion of the purchaser from the same legal relationship.

6.3. Default of payment: If the purchaser is in default of payment or if there are justified doubts about his capability to pay, we are authorised to declare all claims against him instantly due and payable and/or to demand the provision of securities, to retain still outstanding deliveries on this contract as well as other contracts in whole or in part, or to withdraw from the existing



contracts after the unsuccessful expiration of a reasonable grace period set by us.

7. Delivery: The place of performance for our deliveries is the respective place of dispatch; the risk passes to the purchaser with the handover to the carrier. Agreed delivery dates only apply if all details of the order are clarified in good time and if the purchaser has fulfilled all his obligations in good time. We reserve the right to surplus or short deliveries to the extent that is customary in the industry; the actually delivered quantity is invoiced.

7.1. Delay in delivery: In the event of a culpable non-compliance with an expressly agreed delivery date, the purchaser will set us a reasonable grace period. If this grace period is not met due to a fault of our own, then the purchaser is entitled to withdraw from the contract. In other respects, clause 13 applies.

7.2. Withdrawal from the contract: Circumstances or events for which we are not responsible, and which delay the delivery, or make it unreasonably difficult or impossible, e.g. war, interventions by high authorities, forces of nature, general shortage of raw materials or of energy, strike or lockout, non-delivery despite of timely covering purchase, exempt us from the delivery obligation for the duration of their impact and a reasonable start-up period, even if they occur at our upstream supplier. If the obstruction will probably not be terminated in within a reasonable period of time, both parties are entitled to withdraw from the contract in whole or in part, without mutual obligations.

7.3. Default of acceptance of the purchaser: If the purchaser is in default of acceptance, then he will

be obligated to compensate the damage arising thereof, e.g. the costs for the storing and the re-delivery.

8. Retention of title: The delivered goods remain our property (goods subject to retention of title) until the complete payment of the price and of all existing or future claims arising from the business relation with the purchaser. The purchaser is revocably entitled, to process, merge and combine the goods subject to retention of title in the usual course of business, and to resale them in case that retention of title is agreed. The claims arising from a resale or from another legal reason (insurance, unlawful act) shall already now be assigned to us by way of security. The purchaser is revocably entitled, to collect the assigned claims in his own name for our account. He is not entitled to a pledging or transfer by way of security. The purchaser must instantly notify us about any intervention of third parties in our ownership rights. If the value of the existing securities exceeds the secured claims by a total of more than 10 %, then we will, upon demand of the purchaser, release securities of our choice. For behaviour of the purchaser that is contrary to the contract (§§ 323, 324 BGB (German Civil Code)), in particular in case of default of payment despite fruitless expiration of a payment deadline set by us, we are entitled to withdraw from the contract; and in this case we are entitled to demand the goods subject to retention of title to be returned and/or to demand other securities as well as to revoke the authorisation for processing, merging, combination and for resale, as well as the authorisation for collecting assigned claims, to demand the instant disclosure of a possible assignment as well as to request from the purchaser the information and documents



necessary for the collection of the assigned claims.

9. Information, consulting: Information about the suitability and about the possible applications of our goods can and will be given by us only generally and without consideration of possible particular circumstances of the individual case to the best of our knowledge. The purchaser will not be exempted from convincing himself by own inspections of the suitability of the goods for the very concrete processing and usage purpose intended by him.

10. Claims for defects: For the mutual trade purchase, the obligations of examination and objections in accordance with the commercial law (§ 377 HGB (German Commercial Code)) apply; otherwise obvious defects must be reported within two weeks after delivery, and non-obvious defects within two weeks after detection. The period of limitation for claims auf supplementary performance, reduction of the compensation and withdrawal because of defects is one year after the delivery. The entrepreneur's recourse (§§ 478, 479 BGB (German Civil Code)) remains unaffected. Otherwise, the statutory regulations on liability for defects apply, subject to clause 13.

Claims for defects of the purchaser are excluded, insofar as the defect is incurred due to the fact that the delivered goods had been improperly transported, stored, treated or processed after handover. Moreover, there are no claims for defects in case of normal wear and tear.

11. Custom-made products: For all packaging that is made especially to customer order, these regulations apply supplementary: job order productions will be realised by us in line with the state of the art of our manufacturing possibilities.

When dimensions, tolerances etc. are specified for the final product, we are entitled to withdraw from the contract for packaging without mutual claims, if we recognise during the first test production that the desired specifications cannot be reached. Before the first test production, no binding specifications can be made for the desired final product.

12. Preconditions for an exceptionally allowed withdrawal of goods: If we exceptionally agree to a withdrawal of goods without that a legal obligation exists, the following rules apply for the withdrawal: The goods has to be sent, exclusively after previous consultation, to our warehouse in Neumark / Reuth; costs and risk of the return consignment are borne by the purchaser. The goods must be originally packed, without damages, properly stored and wrapped for the transport. The best-before date and the period for liability for defects must not be exceeded. Custom-made products are generally excluded from the return.

13. Other liability:

13.1. Limitation of liability: We are liable if there is a statutory liability norm in the context of the contractual relationship for the compensation of damages and/or the compensation of wasted expenditures, that have incurred to us, to our statutory representative or vicarious agent, only in case of wilful intent or gross negligence or culpable breach of fundamental contractual obligations (obligations, that the contract must ensure in view of its content and purpose or whose fulfilment only makes possible the proper execution of the contractual partner may regularly trust). Except in the case of wilful



intent or gross negligence, the liability in case of breach of a material contractual obligation is limited at the maximum to the foreseeable damage, which is typical to the contract.

13.2. Obligatory liability: Claims under the German product liability law or the German Equipment Safety Act, because of culpable causation of damage to life, body or health, because of fraudulent concealment, for claims for damages instead of the performance at considerable breaches of duties, for the strict liability for defects, due to impossibility because of one's own fault or due to unreasonableness, due to an assumed guarantee or for an assumed procurement risk remain unaffected.

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District court Chemnitz, HRB No. 14909 – Managing Director: Harald Röckelein, Soner Aksoy

As of: October 2018

13.3. Third party beneficiary rights and burden of proof: The liability regulation also covers the personal liability of the statutory representative and vicarious agent of the parties. A reversal of the statutory burden of proof is not associated with the preceding regulations.

14. Place of jurisdiction, applicable law: If the purchaser is a merchant, a legal entity under public law or a special public fund, then the exclusive – also international – place of jurisdiction is Zwickau. This also applies, if the purchaser has his general place of jurisdiction abroad. We are entitled to sue the purchaser also at any other place, where another legal place of jurisdiction exists. German law applies, under exclusion of the UN sales law.

