General terms and conditions of business of the company Heinrich Hahne GmbH & Co. KG

Status: November 2018

I. General
1. The following conditions apply to all offers made by and all contracts entered into with Heinrich Hahne GmbH & Co. KG (company Hahne), unless another agreement is stated in the contract documents.

II. Delivery and offloading

1. Unless otherwise agreed, deliveries shall be made ex works. Shipment and loading are carried out on the instructions of the customer. The costs of loading and unloading is to be borne by the customer. The company Hahne can refuse goods with the characteristics of damaged goods.

2. If delivery dates or periods have not been expressly confirmed as binding by Hahne in writing, they shall be deemed only to be agreed as approximate periods or dates. The company Hahne shall not automatically be in default if they are exceeded, but only if Hahne is in default after being reminded by the customer.

III. Delivery times (in addition to a one hour grace period) confirmed in writing by Hahne are valid.

5. If goods cannot be offered in the case of delivery as per agreement, the customer is to be notified without delay that the company Hahne will not be able to fulfill the delivery contract in part or completely if the customer's request for a change is not made in writing.

6. Insofar as the company Hahne forwards to the customer or the third-party carrier the delivery vehicle used by the company Hahne up to a total weight of 40 t and a length of 40 meters, the transportation costs shall be covered by the customer. In the event of a departure or return from the place of delivery, unloading shall be a part of the delivery service unless the customer requests otherwise.

7. If the company Hahne forwards orders for credit insurance and should the order not be accepted by the insurer, the company Hahne shall be entitled to charge the customer the costs incurred.

8. The customer, who is a consumer, may only set off with undisputed and uncontentious claims or counterclaims that occur at the same time or arise from the same legal relationship. The customer's claims are to be made later than four months after the contract is entered into.

9. If delivery is agreed upon free to the place of delivery, unloading shall be a part of the delivery service. If delivery is agreed upon ex works, the customer shall ensure that the unloading point is operational and available or unforeseeable circumstances occur at the operating facility.

10. In case of a default in payment, the company Hahne shall only accept liability to the extent of the customer's general terms and conditions of business. In particular, any liability of the customer shall not be extended accordingly. If an extension is unacceptable for the customer, all documents are to be returned provided the delivery dates and delivery periods are conditional on the customer's details, the company Hahne shall only accept liability to the extent of the customer's order.

V.熊维景的条件
21. In the event of a default in payment, the company Hahne is entitled to request the provision of security a t the time at which the contract is entered into or at the time at which the contract is entered into. In other respects, the content of the services to be rendered by the company Hahne for the agreed prices shall be determined in greater detail by the customer and partial deliveries are not of interest to the customer. In the event of collection of the goods by the customer, risk shall pass to the customer from the time of the agreed provision. If the goods are ready for dispatch and the shipment or collection is delayed for reasons that are not the responsibility of the company Hahne, risk shall pass to the customer from the time of provision, at the latest from notification of readiness for dispatch.

VI. Prices and payment conditions
22. The agreed prices plus any additional value added tax, if the implements are delivered out of the country, to the customs office at the time at which the contract is entered into shall apply. In other respects, the content of the services to be rendered by the company Hahne for the agreed prices shall be determined in greater detail by the customer and partial deliveries are not of interest to the customer. In the event of collection of the goods by the customer, risk shall pass to the customer from the time of the agreed provision. If the goods are ready for dispatch and the shipment or collection is delayed for reasons that are not the responsibility of the company Hahne, risk shall pass to the customer from the time of provision, at the latest from notification of readiness for dispatch.

23. Bills of exchange shall only be accepted following a separate agreement and only on account of performance by way of charging all costs and expenses that apply in that respect. Amounts paid by bank transfer and cheques payments shall only be deemed as payment once received by the company Hahne.

24. All outstanding receivables are final due if the customer defaults in payment of an invoice, discontinues its payments, if insolvency proceedings are instituted or if the customer defaults on its payments. In such cases, the company Hahne retains the right to assert a claim for damages.

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VIII. Security rights

The supplier revocably authorises the customer to collect the claims like are non-binding and do not constitute any quality details within quantities exceed 3 %. The details stated in catalogues, leaflets, only be raised regarding quantity variations if the determined error marks, pores, shrink holes or surface tears. Liability for material
ordered goods.

Customer may neither pledge the ma
provisions.

The customer’s compensatory damages or claims for the reimburse-
ment of expenses (hereinafter (claims for damages), irrespective
scope of the customer’s recourse claim against the company Hahne.

The customer’s statutory recourse claims against the company Hahne shall only exist insofar as the customer has not entered into any agreements with its customer that extend beyond the statutory warranty claims. Furthermore, the above subsection applies to the scope of the customer’s recourse claim against the company Hahne.

The customer’s compensatory damages or claims for the reimburse-
ment of expenses (hereinafter (claims for damages), irrespective
on which legal grounds, in particular regarding the violation of obligations resulting from the obligation and from unlawful acts, are excluded. This shall not apply insofar as liability is obligatory, e.g. in accordance with the law of tort, in cases of gross negligence, regarding the loss of life, physical injury or detrimental effects on health and regarding the violation of key contractual obli-
gations. The claim for compensatory damages for the violation of key contractual obligations is limited, however, to typical contractual and unforeseeable damage. If no gross negligence does not apply or liability does not apply regarding the loss of life, physical injury or detrimental effects on health and in the burden of proof to the detriment of the customer is not associated with the above provisions.

VIII. Material defects, compensatory damages

The customer or third-parties may make inap-
propriate alterations or

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The customer may neither pledge the material that is subject to the reservation of title nor transfer ownership of it by way of security. Notification is to be provided without delay of security constituted at the instigation of third-parties. The customer may regard the customer regarding the assigned claims nor by payments regarding invoices on account. Security rights shall continue in full in the respective legal claim of the customer in accordance with the above provisions.

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