



General Conditions of Sale and Delivery No. : 03-2018  
LüneHanse Vertriebs GmbH (hereinafter: LüneHanse)  
(As of: 2018/03)

**I. General**

1. For the entire business relationship between LüneHanse and the buyer, including the future ones, only these General Conditions of Sale and Delivery No. 03-2018 apply. Other conditions of purchase or other terms and conditions of the buyer are hereby rejected. They are not applied. LüneHanse is entitled to change its General Conditions of Sale and Delivery no. : 03-2018 with effect for the future entire business relationship with the buyer, if this is necessary and the buyer can be expected. The buyer is hereby granted a four-week right of objection.

2. If there is a framework agreement between the buyer and LüneHanse, these general terms and conditions of sale and delivery apply to both this framework agreement and the individual order.

**II. Conclusion of contract**

1. Offers from LüneHanse are subject to alteration and non-binding. The documents related to the offer, such as illustrations, drawings, weights and measurements, are only approximate values, unless they are expressly stated as binding. If LüneHanse makes drawings or technical documents available to the buyer about the technical purchase item to be delivered, this property will remain with LüneHanse.

2. Orders of the buyer are binding for this. If no other written confirmation is made by LüneHanse, the delivery or invoice shall be considered as confirmation of order.

3. If the buyer is a merchant, only the written confirmation of LüneHanse is decisive for the content of orders and agreements, unless the buyer immediately contradicts in writing. This applies in particular to verbal or telephone orders and agreements. In any event, a communication to LüneHanse is no longer immediate if it is not received within seven days.

**III. Delivery date, scope of delivery, delay in delivery**

1. Delivery dates and deadlines shall be deemed to be approximate unless LüneHanse has expressly made a written commitment as binding. If the purchaser does not clarify all the details of the order in time and the buyer does not provide all the prepayments in good time, the delivery dates shall be extended accordingly. Delivery dates shall be deemed to have been met with notification of readiness for dispatch.

2. LüneHanse is entitled to partial deliveries, insofar as they do not fall below the reasonable minimum.

3. The buyer has to check and confirm the delivery note. Any objections are to be made to LüneHanse immediately in writing. Otherwise, the confirmed delivery quantity shall be deemed accepted.

4. In case of delivery delays due to operational disturbances, official measures, absence of deliveries to LüneHanse or force majeure, the delivery period is extended appropriately. Force majeure is also present in the case of industrial action, including strikes and legal lockouts in the operation of LüneHanse or the upstream suppliers of LüneHanse. Claims of the buyer for damages are excluded in these cases within the limits of section VII (General limitation of liability)

5. If the buyer is damaged by a delivery delay indebted by LüneHanse, the purchaser may, under exclusion of further compensation claims, amounting to 0.5% for each week of the delay, at most but in the amount of 5% of the value of the affected part of the total delivery. In the event of a delay in delivery, the buyer may withdraw from the contract after a reasonable grace period has been set if the service is not made within the grace period. Further claims for delay in delivery, in particular claims for damages, are excluded in accordance with the provisions of section VII (General limitation of liability).

#### IV. Prices, terms of payment

1. Prices do not include VAT, freight, customs, postage, packing, insurance and other expenses. The prices valid at the date are decisive for the calculation of factory-new machines. The packaging is calculated at the cost of the package; Your withdrawal is excluded.

2. In the absence of special agreements invoices are due immediately without deduction for payment.

If the buyer is in default of payment, the seller is entitled to demand default interest in the amount of 10% above the base interest rate. The assertion of a specific delay damage is reserved.

Offsetting rights are only granted to the buyer if his counterclaims are legally determined, undisputed or recognized by LüneHanse.

#### V. Transfer of risk, acceptance

1. The risk passes to the buyer at the beginning of loading or shipment of the delivery item, even if partial deliveries are made or LüneHanse other services, e.g. shipping costs or delivery and installation and/or commissioning has taken over. As far as the delivery item has to be accepted, the acceptance for the transfer of risk is decisive. The acceptance must be carried out immediately at the acceptance date, in the case of the supplier's notification of readiness for acceptance, and may not be refused by the buyer by mere existence of a non-essential defect.

2. If the dispatch or acceptance is delayed for reasons that LüneHanse is not responsible for, the risk shall be transferred to the buyer from the date of notification of the dispatch or readiness for acceptance.

#### VI. Warranty, Notification of defects

1. For defects of the delivery LüneHanse is liable with the exclusion of further claims as follows:

1.1 The warranty periods for products for private use (consumer goods purchase, § 474 BGB) from the transfer of risk for 24 months, for commercial and/or professional use are 12 months.

1.2. In the case of second-hand products, the warranty period from the passing of risk for private use (consumer goods purchase, § 474 BGB) is 12 months, the warranty is excluded for commercial and/or professional use. Used machines are supplied with the remaining accessories in the condition in which they are at the conclusion of the contract. Any liability for open or hidden defects is also excluded if the machine has not previously been inspected by the buyer, unless LüneHanse would have concealed the buyer's known defects intentionally or by gross negligence.

2. The provisions of paragraph 1 shall not apply in the case of warranted properties or in the event of culpable breach of essential contractual obligations. Such claims of the buyer as well as claims for damages which have not arisen on the delivery item itself are excluded in accordance with the provisions of section VII (General limitation of liability) within the legally permissible framework. If the warranty is reworked or redelivered, this does not trigger a new start of the guarantee period.

3. Properties are only guaranteed if they are expressly referred to in the contract. Verbal information as well as information in the documents of LüneHanse contain no assurances. samples, LüneHanse, measurements, DIN-regulations, specifications and other information about the condition of the delivery item serve the specification and are not guaranteed properties. In so far as the materials to be used by LüneHanse are contractually specified, this only guarantees the conformity with the specification and not the suitability of the materials for the contractual purpose. LüneHanse is only obliged to indicate its obvious inappropriateness.

4. Damage caused by external influence, improper installation and treatment, faulty operation or maintenance, corrosion or ordinary wear and tear are excluded from the warranty. In the latter case, the warranty does not extend in particular to the wear and tear of wearing parts. Wear parts are all rotating parts, all drive parts and tools. When selling a machine, these warranty regulations are based on use in one-shift operation.

5. The buyer is obligated to inspect the delivered goods as soon as they are received, and to investigate any defects, incorrect deliveries, false deliveries or impairments which are obviously not eligible for approval, LüneHanse to immediately in writing. The advertisement shall be subject to an exclusion period of seven days from receipt of the delivery. Concealed defects must be reported in writing LüneHanse immediately after discovery. For the rest, § § 377.378 of the HGB is not affected by commercial transactions between traders.

6. Any quality defects in a partial delivery do not entitle the customer to reject the remainder of the completed quantity, unless the buyer can prove that the acceptance of only part of the delivery is unreasonable in consideration of the circumstances.

7. If the buyer establishes a defect, he may not modify, process or issue the delivery item to third parties, but must LüneHanse sufficient opportunity and time to convince himself of the defect and, if necessary, the required Subsequent performance (rectification or replacement); Otherwise, all claims for defects are not covered. Only in urgent cases of danger to operational safety or to prevent disproportionately large damages, whereby LüneHanse is to be notified immediately, the buyer has the right to have the defect remedied by itself or by third parties and by LüneHanse replacement of the Necessary expenses. Irrespective of the existence of a defect, the warranty claims shall lapse even if, without the approval of LüneHanse, the purchaser or a third party amend or repair work is carried out.

8. Transport damages must be reported to the seller without delay. The buyer must arrange the necessary formalities with the carrier, in particular to make all necessary statements for the maintenance of Rückgriffsrechten against third parties. If commercial breakage, shrinkage or similar remain within reasonable limits, this cannot be criticized.

9. In case of justified complaint, the choice of LüneHanse after the rectification of defective goods or replacement delivery is made. Multiple repatches are permitted.

10. In the case of rectification of defects, LüneHanse is obligated to bear all expenses necessary for the purpose of rectification of defects, in particular transport, travel, labour and material costs, as far as these do not increase by the fact that the purchased goods are The place of performance.

11. If LüneHanse is allowed to pass a reasonable period of grace for subsequent performance within the meaning of § 439 BGB, without repairing the defect or supplying replacement or if it is impossible to repair or replace the goods, fails or for other reasons of LüneHanse is refused, the buyer who is not a consumer shall only be entitled to withdraw from the contract or to reduce the purchase price, excluding all claims relating to the delivery item.

#### VII. General limitation of liability

1. If the delivery item is not LüneHanse by the buyer due to failure or faulty advice before or after conclusion of the contract or by the breach of other contractual ancillary obligations (e.g. operating or maintenance instructions) can be used in accordance with the contract, the provisions of sections VI and VII. 2 shall apply mutatis mutandis, further claims of the buyer shall be excluded.

2. For damages, which are not caused by the delivery item itself, LüneHanse is liable – for whatever legal reasons – only-in case of intent,-in case of gross negligence of the owner/organs or executive employee,-in case of culpable injury to life, body, Health,-in the case of defects which he fraudulently concealed or whose absence he has guaranteed,-in the case of defects in the delivery item, insofar as the product Liability Act is liable for personal injury or property damage to privately used objects. In the event of

culpable breach of essential contractual obligations, LüneHanse is also liable for gross negligence on the part of non-executives and for slight negligence, in the latter case limited to the contractually typical, reasonable manner foreseeable damage; Further claims are excluded

#### VIII. Retention of title, collateral

1. LüneHanse reserves the ownership of the delivery item until all payments from the delivery contract have been received. In the event of unlawful behaviour by the purchaser, in particular in the case of late payment, as well as upon application for opening insolvency proceedings, LüneHanse is entitled to take back the delivery item after a reminder and the buyer is obliged to surrender. In the case of seizures or other interventions by third parties, the buyer must notify LüneHanse immediately in writing.

2. LüneHanse is entitled to insure the delivery item at the buyer's expense against theft, breakage, fire, water and other damages, unless the buyer himself has demonstrably concluded the insurance.

3. The buyer is entitled to resell the delivery item in the ordinary course of business. He, however, LüneHanse already now all receivables which accrue to him from the resale against the customer or against third parties, regardless of whether the reserved goods are resold without or after processing. In order to collect these receivables, the buyer is also Authorized. The authority of LüneHanse to collect the claims itself remains unaffected by this; However, LüneHanse undertakes not to collect the receivables as long as the buyer duly fulfils his payment obligations. LüneHanse may require the buyer to inform him of the assigned receivables and their debtors, make all the information necessary for collection, hand over the corresponding documents and inform the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to LüneHanse, the buyer's claim against the customer shall be deemed to have been ceded to the amount of the delivery price agreed between LüneHanse and the buyer.

4. The processing or transformation of reserved property is always carried out by the buyer for LüneHanse. If the object of reservation is processed or inseparably mixed with other objects not belonging to LüneHanse, LüneHanse acquires co-ownership of the new object in the ratio of the value of the reserved item to the other processed or mixed Objects at the time of processing or mixing. If goods of LüneHanse are connected with other movable objects to a uniform object or are inseparably mixed and the other thing is to be regarded as the main object, it is considered as agreed that the buyer transfers LüneHanse proportionate co-ownership, as far as the The main thing belongs to him. The buyer keeps the property or co-ownership for LüneHanse. For the matter resulting from the processing, transformation or connection as well as mixing, the same applies as for the reserved goods.

5. For the proper performance of the buyer's liabilities, LüneHanse is entitled to demand adequate collateral. LüneHanse undertakes to release the collateral to which it is liable in so far as its value exceeds the receivables to be secured, if these are not yet settled, by more than 20%.

#### IX. Obligation of fulfillment, impossibility and non-fulfilment

1. The delivery obligation and the delivery period of LüneHanse are subject to the reservation of proper, complete and timely delivery.

2. If LüneHanse the entire performance before passing of risk is impossible due to a circumstance to be represented by LüneHanse, the buyer may rescind the contract. In the event of partial impossibility or partial inability, the foregoing regulation shall apply only to the relevant part. In this case, however, the buyer may withdraw from the general contract if he can prove a legitimate interest in the rejection of the partial delivery. Further claims of the buyer, in particular claims for damages, are excluded in accordance with the provisions of sections VI and VII.

3. If the impossibility occurs during the delay of acceptance or by the fault of the buyer, the latter is obliged to perform.



4. After rescission of LüneHanse from the contract or after a fruitless period of time, LüneHanse is entitled to freely withdraw goods Use.

#### X. Place of performance, legal venue, applicable law

1. Unless otherwise agreed in the contract, the place of performance for the payment and the delivery of the goods shall be the registered office of LüneHanse.

2. If the buyer, Kaufmann, is a legal person of public law or a public-law special Fund, the place of business of LüneHanse is the place of jurisdiction for all litigations, also in the context of a change or cheque process; Complaints against LüneHanse can only be made there.

3. It is exclusively the law of the Federal Republic of Germany to apply to the exclusion of international private law, of the unified international law and to the exclusion of the UN purchase law.

#### XI. Legal effectiveness, data protection

1. Should any of the provisions of these general terms and conditions of sale and delivery be or become ineffective, this does not affect the effectiveness of the contract. The legal regulations apply in your place. In no case shall the provision in question be replaced by the buyer's terms and conditions in these general terms and conditions of sale and delivery.

2. Any changes or additions to the contract must be confirmed in writing by LüneHanse in order to be effective; This also applies to a deviation from the contractual written form requirement itself.

3. Legally significant declarations of intent such as dismissals, cancellations, demand for purchase price reduction or compensation for damages are only effective if they are made in writing.

4. LüneHanse is entitled to process and store the data received in connection with the business connection about the buyer-even if these originate from third parties-in the sense of the Federal Privacy Act and to process and LüneHanse by third parties To be saved.