

# Terms and Conditions of Business, Sale and Delivery of GÖCKENER GMBH, 48683 Ahaus

## 1. General

The following terms and conditions apply, as far as they have been announced to the client once, for all services, including repeat orders. Other agreements and conditions, in particular those which amend these conditions, are only binding on the contractor after written confirmation by the contractor. The acceptance and forwarding of telephone and telegraphic orders is at the risk and expense of the client. The supplier reserves the right of ownership and copyright for drafts, samples and offers. They may not be made available to third parties, in particular competing companies, and must be returned on request.

## 2. Offers

Offers are always subject to change without notice, unless expressly designated as binding in writing. Prices are calculated according to the costs at the time of the offer. Changes due to wage increases, increases in the price of materials, etc. shall apply retroactively to offers and order confirmations. The client is obliged to pay an appropriate fee for drafts, sample productions in connection with an offer, even if the order is not placed or only in an amended form. The prices and conditions on which an order is based are only valid for this order. For follow-up orders, the contractor may, at his discretion, also without special notification, either use the then valid prices and conditions as a basis or grant the old conditions again.

## 3. Order

For the scope of the delivery obligation, the written offer and the written order confirmation of the contractor are exclusively decisive and binding. The contract shall only come into effect upon confirmation of the order by the contractor. The contractor has the right to withdraw from the contract, to demand advance payments or securities if, after the conclusion of the contract, he receives information that calls into question the reliability of the customer and his solvency. Claims for compensation on the part of the Customer arising from the withdrawal are excluded.

## 4. Delivery

The Contractor shall endeavour to comply with delivery dates agreed and confirmed without obligation. The delivery date shall be postponed accordingly if the scope of work increases compared to the original order. Fixed dates require written confirmation by the contractor. Any liability is excluded if compliance with the delivery date is prevented by force majeure, strike, lockout or other circumstances for which the contractor is not responsible. In such cases, both parties may withdraw from the

contract 3 months after the original delivery date has been exceeded, at no cost to the contractor. The delivery date can be re-set by the contractor if the customer requests changes to the order. The Contractor may deliver or cancel deliveries on call, if they have not been called 6 months after the order date, at his discretion. In the event of cancellation of a confirmed order by the Customer, the Customer shall bear all costs of any prior services rendered by the Contractor. This also includes, for example, pre-materials already in stock, storage costs etc.

## 5. Acceptance

With the handover and unopposed acceptance of the goods, the delivery is deemed to have been duly accepted. Shipment is at the risk of the customer, even if the contractor bears the costs. Loading, freight and customs charges shall be borne by the customer. Insurance shall only be effected by special agreement. Necessary special packaging and transport protection will be charged at cost price.

## 6. Terms of payment

Payment of the invoice amount is due in cash when the goods are made available, at the latest within two weeks after notification of completion and handing over of the invoice. Any other method of payment must be expressly agreed in advance. In the event of non-compliance with these or other agreed payment dates, default interest will be charged at least in the amount of the bank debit interest. Withholding of payment or offsetting of any counterclaims of the client is excluded. In the case of larger orders, the contractor is entitled to demand advance payment of up to half of the invoice amount for the further execution of the order or follow-up orders. If the client defaults on payment, the contractor may either take back the delivered items or, in deviation from the statutory provisions on pledge sales, freely dispose of them in the best possible way for the client's account and risk or only take them over as security, without thereby releasing the client from the performance of the contract. The Contractor shall have the same right in all cases in which, on the basis of the information available, the contractual payment is in question, in particular in cases of cessation of payments, judicial or extrajudicial composition proceedings, bankruptcy, receivership or fruitless seizure by the Contractor or a third party.

## 7. Right of retention and retention of title

The contractor has a right of retention and a lien on the objects which have come into his possession as a result of the order because of his claim from the order and because of claims from previous services. In case of a pledge sale, a written notification to the last known address of the principal is sufficient for the pledge sale threat. The customer may only resell the goods delivered under retention of title in business transactions and only under his normal terms and conditions and under extended retention of title with explicit reference to this. The Contractor reserves the right of ownership of all delivered items until full payment of the claim plus interest and any costs incurred up to that point. If the delivered items become essential components of a uniform item, the reservation of title shall also apply with regard to the resulting co-ownership. The

customer is obliged to secure the delivered items against interference by third parties and to inform the contractor of such interference immediately. If the Customer resells items before they have been paid for in full, the claim against the third party purchaser shall be deemed assigned to the Contractor up to the amount of the Contractor's claim plus interest and any costs. The contractor is entitled at any time to inform the third-party purchaser of the assignment.

## 8. Notices of defects

8. a) Notices of defects will only be accepted by the contractor if they are received by the contractor in writing within 14 days after delivery of the goods.

8. b) In the case of notices of defects acknowledged by us, we are only obliged to either take back the rejected goods and deliver a replacement or to reduce the purchase price accordingly. All other warranty claims for damages and claims for positive breach of contract are excluded.

8. c) If the goods complained about have been processed or handled by the buyer after receipt, any warranty claim shall lapse.

8. d) In the case of a sale according to sample, minor deviations customary in the trade do not entitle the customer to assert claims for defects. Quality guarantees require special written agreement.

8. e) The buyer cannot object to deviations in quantity if they are within the usual commercial range of plus/minus 10 %. This also applies to materials to be processed (e.g. header cards), which are stored at the contractor's premises for up to one year.

8. f) Natural wear and tear and damages which are due to negligent or improper handling are excluded from the warranty. The warranty does not cover breakage of articles (especially cold breakage) and changes in the colour or structure of the delivered articles (especially changes in softeners).

8. g) Imprints are made at the risk of the client. A notice of defects due to printing errors or reading problems (especially barcode) shall not be at the expense of the contractor.

8. h) The warranty obligation expires if the articles are not delivered to the contractor within half a week after notification of the defect. The warranty is limited to the work and items produced in the contractor's factory. For parts not produced by the contractor himself and external services, the warranty is limited to the assignment of any claims against the supplier. The warranty obligation shall also expire if - apart from compelling emergencies - the defective parts have meanwhile been modified or repaired in another workshop or by the owner himself. The warranty shall not be assumed for makeshift repairs that have been carried out at the express request of the orderer. The provisions on delivery periods and liability also apply to repair work and replacement deliveries. All other claims of the customer are excluded, in particular all further claims for removal of defects, withdrawal, reduction as well as compensation

for damages of any kind. We reserve the right to make design changes provided that the order is not fundamentally changed by this. 8. i) The period of limitation for claims for defects of the customer, which are not subject to the period of § 438 para. 1 no. 2 BGB, is 1 year from delivery of the goods, if the customer has complied with his obligation to notify defects as regulated in item 8a.

## 9. Liability

The contractor shall only be liable for damages in case of intent or gross negligence. However, the Contractor shall also be liable in the case of simple negligence: - for damages resulting from injury to life, body or health; - for damages resulting from the breach of an essential contractual obligation; in this case, however, the Contractor's liability shall be limited to compensation for foreseeable, typically occurring damages. The above limitations of liability shall not apply if the contractor has fraudulently concealed a defect or has assumed a guarantee. The same shall apply to claims of the Purchaser under the Product Liability Act. If repair is impossible or involves disproportionately high costs, the Contractor shall only pay compensation for the current value of the item on the day of damage. Compensation for further direct or indirect damage is excluded. The liability of the contractor does not extend to the additional content of the goods, unless it has been handed over to him specifically for safekeeping. The contractor does not check whether the client is entitled by copyright law to place the respective order. Should a third party assert claims against the Contractor for this reason, the Customer shall be obliged to indemnify the Contractor from these claims.

## 10. Tools and artwork

Tools and artwork (films, final artwork, embossing stamps, screens, etc.) shall remain the property of the contractor, as all costs shall only be charged proportionately. The client is not entitled to an exclusive right of use of the tools in which he had participated.

## 11. Place of performance and jurisdiction - stamp costs and fees

The place of performance and jurisdiction, even in the case of bills of exchange and cheques, which are always accepted only on account of payment and not in lieu of performance, shall be exclusively the contractor's place of residence. Any stamp costs, discount or other expenses and fees incurred shall be borne by the Customer.

## 12. Final provisions

The law of the Federal Republic of Germany shall apply to the exclusion of all international contractual law systems, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If individual provisions of the contract including these terms and conditions of business, sale and delivery are or become invalid in whole or in part, the validity of the remaining provisions shall remain

unaffected. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

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