

# Kilian Industrieschilder GmbH

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## Terms and conditions

### 1. Acceptance of the terms of delivery

All agreements are exclusively based on the following conditions; deviating conditions of the customer, which are not expressly acknowledged in writing are not binding.

### 2. Contracts

Contracts are only concluded with the written confirmation of the supplier. Additions, amendments and ancillary agreements are required to have a written confirmation of the supplier.

### 3. Proofs

With the approval of correction proofs, drawings or failure samples, or the customer's waiver of their submission of the beforementioned documents, or by exceeding the deadline for returning the proofs, the risk of any errors is transferred to the customer; unless these are errors that only occurred during the subsequent production of the goods or that could have been recognized by the supplier.

### 4. Third Party Intellectual Property Rights

If the property rights of third parties are infringed during the production of signs according to the submitted drawings, samples or other information provided by the customer, the customer shall release the supplier from all claims.

### 5. Delivery

a) The delivery time is only agreed as an approximation, unless it was promised in written form. It begins on the day of receiving the order confirmation and is deemed to have been complied with if the goods have left the factory/warehouse at the agreed time or if shipment is impossible but the customer has been informed that the goods are ready for dispatch. In the event of a delay of delivery, a reasonable grace period must be set.

b) In the event of changes to the contract done by the customer which affect the delivery period, it will be extended to a reasonable extent.

c) Goods ordered on call must be accepted within the agreed period. If the ordered quantities are not accepted on time, the supplier is allowed to either deliver and charge for the total quantity ordered (after the expiration of a reasonable period of grace) or to refuse the delivery and to claim damages for non-performance.

d) Insofar as the supplier – despite exercising reasonable care – faces unforeseeable extraordinary events in the performance and is prevented from fulfilling its delivery obligation – regardless of whether this event occurs at the supplier's plant or at his subcontractors – for example official interventions, operational disruptions, labor disputes and industrial dispute consequences, delays in the delivery of essential raw materials auxiliary materials, the delivery period is extended to a reasonable extent. If the aforementioned events render the delivery or service impossible, the supplier is released from his obligation without the customer being withdrawn from the contract or demanding compensation. If the aforementioned obstacles occur at the customers side, the same legal consequences for his acceptance obligation apply. The contracting parties are obliged to notify the other party of obstacles immediately in the manner described above.

e) In the event of a delay in delivery, the customer shall give the supplier a reasonable grace period of 4 weeks.

### 6. Shipping

a) Shipping is ex works, unless otherwise agreed. The shipping method is left to the discretion of the supplier.

b) In the case of rail shipment, delivery is ex works station, otherwise ex works, in each case at the risk of the customer.

This also applies in the absence of a special agreement dealing with the delivery via factory vehicles.

c) An order is delivered as a whole or in larger lots after each completion. The supplier may deliver in partial amounts.

As customary in the industry, the supplier is allowed to deliver deviations of 15% of the amount (+/-). This does not entitle to complain, as long as these deviations are reasonable for the purchaser.

d) The packaging will be charged at cost price. Only plastic boxes will be credited with 2/3 of the authorized value, if they are returned in usable condition and are delivered back with freight and expenses paid.

### 7. Tooling Costs

Tool costs will be calculated only partially (pro rata) and do not entitle a transfer to the property of the customer.

### 8. Prices

Prices are always net prices and apply ex works plus the respective statutory VAT. The packaging will be charged separately.

### 9. Terms of Payment

a) All invoices are due within 10 days of the invoice date, without reduction.

b) Bills of exchange and checks only count as payment once they have been honoured. They are only accepted on account of performance. Bills of exchange are accepted only by agreement and subject to their discountability. Discount charges are calculated from the due date of the invoice.

A guarantee for the correct presentation of the bill of exchange and for the collection bill protests are excluded.

c) In the event of a significant deterioration in the financial situation of the customer after the conclusion of the contract, the supplier is entitled to advance payment or within a reasonable period of time and to refuse his service until fulfillment.

If the customer refuses the payment until the deadline expires, the supplier is entitled to withdraw from the contract or to demand compensation for non-performance.

d) The customer can only use a contract that has been recognized by the supplier or is a legally binding counterclaim.

### 10. Retention of Title

a) The goods remain in the ownership of the supplier until all claims from the business relationship have been paid fully.

b) The customer is entitled to use the reserved goods in the ordinary course of business to dispose. Dispositions going beyond this, such as pledging, assignment as security or sale after payment has been suspended are not allowed. He agrees to the rights of supplier when reselling the reserved goods on credit.

c) Claims of the customer from the resale of the reserved goods are assigned to the supplier. The supplier accepts this assignment. Regardless of the assignment and the right of collection of the supplier, the customer is entitled to collect as long as he meets his obligations to the supplier in accordance with the contract and not gets into financial collapse.

d) The supplier is entitled to demand the temporary return of the reserved goods if the customer is in delay with the payment, even without exercise of the withdrawal and without setting a grace period at the expense of the customer, as long as this not disturb the production business of the customer.

e) If the delivered signs have been further processed by the customer, the supplier becomes co-owner of the newly created goods in the ratio of the invoice value of the reserved goods to that of the other processed goods.

f) In all cases listed above, the customer stores the delivered goods free of charge for the supplier until they have been paid fully.

g) The customer has to inform the supplier immediately about enforcement measures by third parties regarding the reserved goods or in the claims and securities assigned to the supplier, enclosing the seizure record. This also applies to impairments of any other kind.

h) The supplier undertakes to pay him according to the above provisions to release the securities to which he is entitled to at the request of the customer, as long as the value of the reserved goods and the assigned claim exceeds the claims to be secured by more than 20%.

### 11. Warranty, notification of defects

a) If the delivered goods are defective or lack guaranteed properties, the supplier has to deliver a replacement or rectify the warranty claims – at the supplier's choice. The determination of such defects must be communicated by writing within 8 days after receipt of the goods or immediately after finding defects that are not initially recognizable.

b) Minor defects in material or finish that are not visible to the naked eye at approx. 50 cm distance and do not affect the sign unreasonably do not entitle to deductions or refusals of acceptance, unless these deviations are unreasonable for the customer. This also counts for small irregularities and variations in color due to the nature of manufacture that are unavoidable.

Likewise, dimensional deviations that go beyond the scope of DIN 7168 (grade) or DIN 4007 (distance between holes) can not to be complained about.

c) If the supplier allows a reasonable grace period set for him to elapse without the defect being corrected, a replacement delivered or a credit issued, the customer is entitled to withdraw from the contract.

### 12. Other Claims for Damages

Claims for damages from delay, impossibility of performance, culpable breach of ancillary obligations, culpa in contrahendo and from tort are excluded unless they are based on intent or gross negligence on the part of the supplier or his vicarious agents.

### 13. Transferability of Contract Rights

Transfer of the rights of the supplier or the customer from the between contracts concluded with them is only permissible with mutual consent.

### 14. Place of Performance, Jurisdiction and Applicable Law

a) The place of fulfillment for delivery and payment as well as the place of jurisdiction is the head office of the supplier, also as part of a bill of exchange or check process, if the customer is a registered trader, a public legal entity law or the special fund under public law.

b) The contractual relationship is fundamentally subject to German law. The Validity of the uniform sales laws is excluded.

c) As far as individual regulations of these general delivery conditions be or should become invalid for any reason, the validity of the remaining provisions is not affected.