

General Business and Terms and Conditions of Sale the CUMI AWUKO Abrasives GmbH

§ 1 Scope

- (1) For all Deliveries and other Services apply exclusively the following Sales and Delivery conditions the CUMI AWUKO Abrasives GmbH (hereinafter "**Salesperson**") they apply only, if the Buyer an entrepreneur (§ 14 BGB) a legal person of the public Right or public-legal Special funds is.
- (2) Deviating, conflicting or supplementary General Terms and Conditions of the Buyer become only then and in this respect Part of the contract, as the Salesperson their Validity expressly agreed has.
- (3) Notes on the Validity statutory Regulations have only clarifying Meaning. Also, without such a clarification apply this, as far as she in this Terms and Conditions not modified or expressly excluded become.

§ 2 Conclusion of contract

- (1) Contract offers of the Seller are subject to change and non-binding. This applies also, if dem Buyer catalogs, technical Documentation or other Product descriptions or Documents – also in electronic form – presented are. To such Documents retains itself the Salesperson the Property and Copyrights before.
- (2) The Order the Goods through the Buyer applies as binding Contract offer, the from the Salesperson through Order confirmation or through delivery the Goods to the Buyer assumed become can.
- (3) The dem Offer or the Order confirmation underlying lying Documents How Illustrations, drawings, Dimensions and Weight information are in the Rule only as Approximate values to understand, provided she not expressly as binding designated become.

§ 3 Prices, Payment terms, Late payment

- (1) The Prices apply, provided in the Individual case nothing other agreed is, FCA Hann. Münden plus statutory VAT and exclusively Packaging and other Shipment- and Transport costs. Deliveries with a Goods value of at least 500,00€ (without VAT) take place within Germany's freight free. Any customs duties, Fees, Steer and other public Taxes carry the Buyer.
- (2) The Height of the surcharge (Freight-, Packaging-, Minimum quantity surcharge) becomes dem Buyer in the Order confirmation communicated.
- (3) The Purchase price is due and payable after Reception the invoice within from 10 days net. Place of performance for the Purchase price payment is also the seat of the Seller's.
- (4) With Sequence the above Payment deadline device the Buyer in Delay. While of the Default is the Purchase price for the respectively applicable Default interest rate to interest; the are currently 9 percentage points above dem respective Base interest rate. About it beyond falls the Flat-rate compensation for delay in Height from 5.00 euro. The Salesperson retains the Assertion one further Damages due to delay under Credit on the Flat rate compensation for delay before.
- (5) At Entrance from circumstances, the creditworthiness of the Buyer to reduce suitable are (e.g. B. repeated Late payment or non-redemption one Checks) can the Salesperson his all demands out of the Business relationship without Consideration on agreed Payment terms due place and immediate payment demand. Deliveries can from one Step-by-step payment dependent made become.

§ 4 On Bill, Restraint

On Bill and Restraint on the part of the Buyer are excluded, it be because, that the Set-off claim undisputed or legally binding noted is. At Defects the Delivery remain the Counter-rights of the Buyer in particular after § 8 this Terms and Conditions untouched.

§ 5 Delivery time, Delay in delivery

- (1) The Information one Delivery time occurs after best discretion at assumption the An order.
- (2) The Delivery time extended itself appropriate, if the Buyer for his part required or agreed Acts of cooperation delayed or omits. Also from the Buyer caused Changes the delivered Were lead to one appropriate extension the Delivery time.
- (3) Holds the Salesperson out of Found, he not to represent has, binding Delivery times not a, becomes he the Buyer about this inform immediately and at the same time the expected new delivery date communicate. Is the Performance also within the new delivery deadline not available, is the Salesperson justified, quite or partially to withdraw from the contract; an already provided Consideration of the buyer is immediately refund. As case the Unavailability the Performance applies in particular the not timely Self-supply through suppliers, if neither the Salesperson still the Suppliers a fault meets or the Salesperson in the Individual case to procurement not obligated is.
- (4) The Entrance of the Delay in delivery certainly itself after the statutory regulations.
- (5) The rights of the Buyer after § 9 this Terms and Conditions and the statutory right of the Seller, in particular at a exclusion the obligation to perform, particularly at impossibility or Unreasonableness the Performance, remain untouched.

§ 6 Delivery, Transfer of risk, Delay in acceptance, More- or small quantities

- (1) The Delivery occurs FCA Hann. Münden of the Seller, where also the Place of performance is. On Demand and Cost of the Buyer will the goods to a others destination sent. As far as not something other is agreed, is the Salesperson justified, the Type the Shipment, in particular transport companies, Shipping method and Packaging himself to determine.
- (2) The Salesperson is in reasonable Scope to Partial deliveries justified.
- (3) The Danger of the random Doom and the random deterioration of the Goods goes at latest with handover to the Buyer above. At the Mail order sale goes the Danger of the random Doom and the random deterioration the Goods as well as the Risk of delay already with delivery the Goods to the freight forwarder, the Freight forwarder or other Sender above.
- (4) The Salesperson becomes the Buyer inform, as soon as the Goods to Pickup ready stands. Comes the Buyer in Delay in acceptance e.g. B. by he the Were not on time picks up, omits he one Act of cooperation or delayed itself the Delivery out of others, from the Buyer to represented Found, is the Salesperson justified, the from this resulting Damage including Additional expenses (e.g. storage costs) replaced to demand. About it beyond stand dem Salesperson the further statutory Claims to.
- (5) Manufacturing-related More- or Small quantities until to 10% the ordered Goods are commercially available and authorize the Buyer not to one complaint the Delivery. The Purchase price directs itself after the actually delivered Crowd.

§ 7 Retention of title

- (1) The Salesperson retains itself the Property to the sold and delivered Were until to complete pay all current and future demands out of dem Purchase contract and one ongoing Business relationship before.
- (2) The Buyer is not authorized, the under Retention of title goods to Third to pledge or to Security to transfer. He is however to further Sale the Reserved goods in the ordered Course of business justified. The from this opposite his business partners emerging demands occurs the Buyer hereby already now to the Seller off. The Salesperson takes the Assignment to.
- (3) At breach of contract Behave of the buyer, in particular at Non-payment of the due purchase price, is the Salesperson justified, after the statutory Regulations from the contract to resign and the Goods on Reason of the Retention of title and of the resignation to Publication to demand. Pays the Buyer the Purchase price not, may the Seller this right only valid make, if he dem Buyer before unsuccessful one appropriate Deadline to payment set has or one such Setting a deadline after the statutory Regulations dispensable is.
- (4) The Retention of title extends itself on the through Processing, mixing or Connection the Were emerging Products to whose full Value. Remains at the Processing, mixing or Connection with Were Third whose Property consist, so acquires the Salesperson joint ownership in the Relationship the Invoice values the processed, mixed or associated Were. In the Incidentally applies for the emerging product the Same How for the under Retention of title delivered Goods.
- (5) Exceeds the Value all for the Salesperson existing Collateral the existing demands to more as 10 %, so becomes the Salesperson on Demand of the Buyer Collateral after Choice of the Buyer release.

§ 8 Texture the Purchased item / claims for defects

- (1) One Quality or Durability guarantee applies only then as from the Salesperson taken over, if the Salesperson whose takeover expressly in written form explained. Should a Subject matter of the contract one possibly agreed quality not have, so has the Buyer the statutory rights due to a defect. One special Guarantee, out of the itself about it beyond right result, becomes not taken over. Also justified one agreement above the Texture one Goods not one stricter Liability as in the Law provided. Public statements, praises or Advertising statements of the Seller place no contractual Quality information represents.
- (2) The Claims for defects of the Buyer set in advance, that he his statutory Investigation and Obligation to give notice (§ 377 HGB) complied is. Shows itself at the Investigation or later a Shortage, so has the Buyer this dem Salesperson opposite immediately in written form to display. Immediately is one Advertisement, If you within from 7 working days, where Deadline compliance timely Sending the Advertisement is enough. Independent from this Investigation and Obligation to give notice has the Buyer obvious Defects within from 7 Working days away Goods receipt in written form to display; also here is sufficient to Compliance with deadlines the timely Dispatch the Advertisement. Missed the Buyer the proper Investigation and / or notification of defects, is the Liability of the Seller for the not displayed Shortage excluded.
- (3) Is the delivered Matter inadequate, can the Buyer Subsequent performance in form the Improvement or the Replacement delivery demand. The Salesperson can the from the Buyer elected Type the Subsequent performance according to § 439 Paragraph 3 German Civil Code refuse. Remains the Buyer's decision to form of subsequent performance, goes with Sequence one 14-day Deadline the right to vote on the Salesperson above. The Salesperson can the owed Subsequent performance depends on make, that the Buyer the due Purchase price paid. The Buyer is however justified, a in the Relationship appropriate Part of the Purchase price to retain.

- (4) The Buyer has dem Salesperson the to owed Subsequent performance required Time and Opportunity to give, in particular the objected Goods to audit purposes to hand over. In the case the Replacement delivery the buyer has Sellers who inadequate Matter after the statutory Regulations to return. The Subsequent performance contains neither the Expansion the defective Matter still the renewed installation, if the Salesperson originally not for the Installation obligated was.
- (5) The Salesperson carries the for the Purpose the Test and Subsequent performance required expenses, in particular Transport-, Way, Work and Material costs, it be because, the Request for defect rectification presents itself as unjustified out of here. In this case are the Cost from the Buyer to substitute.
- (6) Only in urgent cases, approximately at Danger the Operational safety or to Defense disproportionate damages, has the Buyer the Right, the Shortage himself to eliminate and from dem Salesperson Substitute the this lens required Expenses to demand. From one such Self-performance has the Buyer the Salesperson immediately, as possible previously to inform. A Right to Self-performance consists not, if the Salesperson after the statutory Regulations justified were, one corresponding Subsequent performance to refuse.
- (7) At Failure the Subsequent performance or dem unsuccessful Sequence one for the Subsequent performance from the Buyer to setting appropriate Deadline or if the Setting a deadline after the statutory Regulations dispensable is, can the Buyer after his Choice the Purchase price reduce or from the Contract resign. The Right of withdrawal is at a only insignificant Shortage excluded .
- (8) Further Claims of the buyer, as far as this not out of one Guarantee assumption result, consist only, if she itself out of this Terms and Conditions result and are in the Incidentally excluded.
- (9) The Claims for defects of the Buyer including the Claims for damages expire in a Year since handover the Purchase item. The short Limitation period applies not, if on Pages of the Seller rough negligence or Intent is present, at one from the Salesperson to representing Injury or killing from persons or in the case the Liability after dem Product Liability Act.

§ 9 Limitation of liability

The Salesperson is liable unlimited for Damage to Life, Body and Health, the on one intentional or negligent Breach of duty of the Seller, his statutory representatives or vicarious agents based, as well as for damages, the from liability after dem Product Liability Act includes become, as well as for damages, the on intentional or grossly negligent breaches of duty, as well as on deceit or takeover one guarantee based on.

- (1) The Salesperson is liable also in the Incidentally for damages, the through simple negligence caused become, as far as this negligence the Injury such Contractual obligations regards, whose fulfillment the proper Implementation of the contract at all first enables and on whose Compliance the Contractual partner regularly trusted and trust may (so-called Cardinal duties , How e.g. B. the defect-free Performance or Delivery the Matter). The Salesperson is liable however only, as far as the Damage typically with dem Contract connected and predictable are and limited on the double Amount the respective Gross order amount per Damage case.
- (2) The in the above sentences contained Limitations of liability apply also, as far as the Liability for the statutory Representative, leading employees and other vicarious agents of the Seller affected is. One further Liability is without Consideration on the Legal nature of the valid made claim excluded. As far as the Liability of the Seller excluded or limited is, applies this also for the personal Liability their employees, employees, Employees, Representative and other vicarious agents.
- (3) As far as not expressly something other agreed is, is the Salesperson in Damage cases not to payment one contractual penalty or to payment from flat-rate Damage or Reimbursement of expenses obligated.
- (4) Our Products ZU62SY, ZT62X, ZP88F subject to one special Waste classification. The Buyer carries the Responsibility for one professional Disposal .

§ 10 right Third parties / copyrights

- (1) Take place Deliveries after plans, drawings, models, analytical Specifications or other Declarations of the Buyer and become through this right Third, in particular intellectual property rights, injured, so is the Buyer obligated, the Salesperson from this claims on first Requirement contractual to release.
- (2) To Patterns and suggestions retains itself the Salesperson all Property and Copyrights before. This Objects and/or information may only in the Connection with the from the Salesperson delivered Were used and Third not without express, written approval of the Seller accessible made become.

§ 11 Applicable Right / Place of jurisdiction

- (1) The Inclusion and interpretation this Business and Conditions of sale regulate itself as well How Diploma and interpretation the Legal transactions with dem Buyer himself exclusively after dem respectively current Right the Federal Republic Germany. The Application of the UN Sales Law and the Conflict of laws rules of the International Private law is excluded.
- (2) Exclusive Place of jurisdiction is the for the Company headquarters of the Seller in Hann. Münden locally and factual responsible Court , as far as the Buyer merchant is . The Salesperson is also justified before a Court to complain, which for the seat or one branch of the buyer responsible is.