

General Business Terms and Conditions (GBTC) of ASGLAWO technofibre GmbH

Following General Business Terms and Conditions are binding for seller (manufacturer mostly) and purchaser = buyer (customer). They also apply to all further legal transactions of contracting parties even if not expressly referred to these GBTC. They are valid and accepted if not immediately contradicted after receipt. Change or invalidity of individual regulations of GBTC are not relevant regarding the validity of remaining regulations.

§ 1 Order acceptance

The prices quoted from the seller are subject to alteration.

The acceptance of a written customer's order requires a written order confirmation by the seller.

The condition written form is considered as fulfilled if the supplier sends his order confirmation with reference to the customer's order by fax.

Changes, amendments or supplements of the order require the written form apart from the agreement about longer time for delivery.

§ 2 Prices / Price adjustment

1. Supplier's prices valid at the time of conclusion of the contract are obligatory for 6 months as far as not any other agreements were made expressly. The prices apply to collection of the goods ex works. The costs of the packing and the legal value added tax have to be added.
2. As far as the time between conclusion of the contract and agreed and/or real delivery date is longer than 6 months, the prices of manufacturer apply which are valid at the time of delivery or supply. If the latter prices exceed the prices agreed upon first by more than 10 %, the customer is entitled to withdraw from the contract.
3. The agreement of other price conditions requires the written form.

§ 3 Delivery time

The production has to be carried out within the agreed period. The manufacturer is entitled to advance concessions and appropriate part deliveries. He falls behind with delivery if the completion of the goods does not take place within the respite set by the customer of minimum 15 working-days. Circumstances for which the manufacturer is not responsible cannot be charged to him or claims cannot be derived from them in case of delay. The delivery time is extending by the period in which those circumstances exist. Each of both parties can withdraw from the contract if those circumstances caused delay of more than 3 months.

§ 4 Handing over / Complaint

The seller has to ensure that the goods are ready for dispatch during the usual business hours at the date as confirmed. The customer is obligated to collect the goods at the date as agreed. If the goods have not been collected within 3 days after advice of completion for dispatch, the seller is entitled to invoice storage charges. It is permitted that the seller stores the goods for customer's costs and risk at a third party or he can arrange shipment/delivery. But delivery or shipment of the goods by the manufacturer/seller requires a written agreement with the customer/purchaser. In case of shipment manufacturer's headquarter is the place of performance. The customer bears the risk of deterioration or sinking of the goods during the shipment as well as all costs arising by that. The customer is allowed timely to inspect the products before shipment/collection. He has written to complain any faults immediately.

§ 5 Warranty

The seller is liable to the buyer for the supplied goods being fit for use in accordance with the contract or the product's usual purpose for a period of 6 months. It begins with the time of handing over the goods. If the purchaser does not collect the goods at the time as agreed, the guarantee period starts from the date where the goods have been get ready for dispatch.

If the products are faulty or assured characteristics of the products are missing or the products become defective due to manufacturing fault or material defect during the guarantee time, the seller has to choose whether he replaces or repairs the goods under exclusion of other demands. Repeated rework is inadmissible.

If the goods have been shipped to the customer, the buyer is obligated to examine the goods as soon as possible after the transport of the risk of damage to the goods. The buyer must immediately claim any obvious faults (such as damaged packaging, labelling, non-compliance with the delivery note).

When discovering damage to the goods during transport, the buyer is obligated to draw up a commercial record of the damage to the consignment with the carrier. The seller has to be informed about the damage during transport by facts message from the forwarder or written assurance signed from 2 witness and the buyer immediately.

If the rework remains after a reasonable length of time unsuccessful, the buyer can select between reduction of the remuneration or cancellation of the contract.

§ 6 Payment

Payment of all accounts become due within 30 days after date of invoice without any discount or deduction for any reason whatsoever, unless agreed otherwise in writing. The seller reserves himself the right to refuse cheques and bills of exchange expressly. If the buyer does not pay within this period, he comes into delay. That does not require a further reminder.

From the moment of delay the owed amount has to be paid interest of 5 % over the rate of discount of Bundesbank starting from the first day of the subsequent month after occurrence of delay. If payments by instalments have been agreed, the total amount is due immediately if the buyer comes into delay with payment of one instalment and if the proceedings of settlement or insolvency have been applied or began against him respectively. Cash payment as exemption can only take place to seller's headquarter or to seller's managing director.

Bills of exchange and cheques are only accepted for processing but not as performance. The seller has to bear incurring discount interest, expenses a.s.o.

§ 7 Reservation of proprietary rights

1. All delivered goods will remain seller's property until they are completely paid as well as all other claims including claims created by business dealings between seller and buyer in future including demands for balance from current account unaffected by the cause of law. This is also valid in case of payment regarding particularly designated demands. At current invoicing the reserved property is considered to be security of seller's demand for balance. At the latest the goods become buyer's property in that moment where no more claims opposite the buyer exist indisputably.
2. The buyer is not authorized to pawn the goods or to convey them for security. In case of attachment of delivered goods he is obligated to inform the execution official about the vested title of the seller and he has also to inform from that the seller by writing a registered letter.
3. As long as the buyer fulfils his obligations to the seller duly, he is authorized for further use of the reservation commodity in the usual course of business. In the case of subsequent treatment or sale the seller transfers all claims concerning conditional commodity resulting from treatment or sale as well as resulting from another argument (insurance, unauthorized action) to the seller already now. That includes all demands for balance from current account too.

4. On seller's request the buyer has to hand over this assignment of a claim in writing. The assignment of a claim has to be made from the amount of the open demands including interest. This assignment has to be returned after performance of the liabilities by the buyer completely.
5. Treatment and processing of the conditional commodity takes place for ASGLAWO technofibre GmbH as seller but does not obligate the ASGLAWO technofibre GmbH. The ASGLAWO technofibre GmbH is considered as manufacturer in the sense of § 950 BGB and acquires property at the intermediate and final products in relation of the invoice amount of the conditional commodity to the invoice amounts of the other processed items which do not belong to ASGLAWO technofibre GmbH. In this respect the buyer holds the goods in trust for ASGLAWO technofibre GmbH free of charge. The same is applicable if the conditional commodity was combined or mixed with strange products in the sense of § 947 and § 948 BGB. If the buyer sells commodity which is only proportionately property of ASGLAWO technofibre GmbH, so he has to transfer the corresponding partial amount from his demand against third party. If the buyer uses the conditional commodity in the context of a work contract (or similar contract), then he has to transfer the work wage claim of the invoice amount of goods from ASGLAWO technofibre GmbH used for this to the ASGLAWO technofibre GmbH.
6. If the buyer does not fulfil his liabilities and the seller makes use of his reservation of proprietary rights, the buyer cannot object on no account that the commodity helps towards maintenance of the business concern.
7. If the value of seller's security being entitled exceeds the total sum of claim against the buyer by more than 10 %, the seller is obligated to the release of collateral security chosen by the seller after buyer's request.

§ 8 Liability

Requirements for compensation against the seller as well as against his executing aide or performing assistant are excluded if deliberate or roughly negligent acting is not present.

For third party participating in supply and handing over but not working for the seller is seller's liability excluded. The liability is limited to the immediate damage foreseeable at the time of completion of contract under exclusion of damage by use or loss of profit.

§ 9 Transport insurance

The seller is entitled to charge insurance premiums for transport insurance policies for delivered goods to the buyer.

§ 10 Packing

On loan left packing has to be returned to the seller at the latest 3 months after invoice date (delivery at home) or at the latest 6 months after invoice date (delivery abroad) carriage-free in normal condition and without production remainders. If this does not occur, the seller can invoice replacement costs and/or cleaning/disposal costs to the buyer. Other packing and aids can be used again only after unrecognizable making of seller's company name, his trade mark or further remarks in the course of business.

§ 11 Cancellation

If the buyer cancels the contract, he has to reimburse the agreed price less saved expenditures. The seller is entitled to demand 5 % of net order value as contractual penalty instead of that. The proof of a lower damage remains free to the buyer.

§ 12 Loss of creditworthiness

If the financial circumstances of the buyer are worsening or the deterioration becomes public knowledge only after completion of the contract, the seller can demand a security of the order amount at least. The seller can withdraw from the contract and demand compensation if the buyer does not carry out this security within an appropriate period.

§ 13 Place of jurisdiction/Court

The right of the Federal Republic of Germany is valid for the entire legal relations between seller and buyer. The place of jurisdiction is Chemnitz.