



General information terms and conditions

Innotrading – Alexander C. Barth

1. General

1.1 The following general terms and conditions apply to all contracts concluded between the customer and us for the delivery and assembly of goods. The date on which the order is placed is the date on which the current version of our General Terms and Conditions of Delivery and Payment is valid. Deviating conditions of the customer which we do not expressly acknowledge are non-binding for us, even if we do not expressly object to them. The following General Terms and Conditions shall also apply if we carry out the customer's order without reservation despite being aware of conflicting or deviating terms and conditions of the customer.

1.2 All agreements made between the customer and us for the execution of the contracts are set down in writing in the contracts. Any verbal agreements shall not become effective until they have been confirmed in writing.

2. Offer and conclusion of contract

2.1 Our offers are subject to confirmation and non-binding. The order is to be qualified as an offer to conclude a contract. The contract shall not be concluded until we have confirmed the order in writing. The scope of the contents of the contract shall be determined by our written order confirmation together with its attachments. The customer must check the contents of the order confirmation and report any deviations from his order without delay. Further orders, supplements and subsidiary agreements must be made in writing.

2.2 We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, drawings and other documents. The customer may only use these himself or pass them on to third parties with our written consent, irrespective of whether we have marked them as confidential or not. Documents which have been designated as confidential must be returned to us immediately upon request.

3. Terms of payment

3.1 Our prices apply ex delivery warehouse Germany or Switzerland FOB, unless otherwise specified in the order confirmation. Our prices are net prices plus statutory value added tax. These will be shown separately in the invoice at the statutory rate on the day of invoicing.

3.2 When placing an order, we expect a deposit of 60% of the gross invoice amount. Before the delivery of the goods we expect the receipt of the remaining amount over 40%.

3.2 Unless otherwise specified in the order confirmation, assembly work and other services shall be invoiced separately. Further information is available on request. Travel and waiting times are regarded as working time.

3.3 If there is a substantial change in wage, material or energy costs, each contracting party shall be entitled to demand an appropriate adjustment of the price taking these factors into account.

3.4 Discounts may only be deducted in the event of a special written agreement between us and the customer. The purchase price shall be due for payment in advance (in the case of dispatch of goods) (the purchase price is 14 days) after receipt of the invoice by the customer, unless otherwise stipulated in the invoice or order confirmation. In the case of pure dispatch of goods, dispatch shall only take place after receipt of payment (unless other terms of payment have been agreed). The 14-day payment period after receipt of the invoice shall also apply to payment claims for assembly services of our company. In the case of partial deliveries, we reserve the right to invoice proportionately. A payment shall only be deemed to have been made when we can dispose of the amount. In the case of payments by cheque, payment shall not be deemed to have been made until the cheque has been cashed.

3.5 If the customer defaults on a payment, the statutory provisions shall apply. If the customer is an entrepreneur, he shall pay interest on the debt during the period of default at the rate of 8% points above the respective base interest rate. If the customer is a consumer, an interest rate of 5% above the respective base rate shall apply. We reserve the right to prove and assert a higher damage caused by default.

3.6 The customer shall only be entitled to offset, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, acknowledged by us or are undisputed. The customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

3.7 If it becomes apparent after conclusion of the contract that our payment claim is at risk due to the purchaser's inability to pay, we may refuse performance and set the purchaser a reasonable deadline within which he must pay concurrently with delivery or provide security. If the customer refuses or the deadline expires without success, we may withdraw from the contract and claim damages for non-performance.

3.8 In the event of delayed payment, we may postpone performance of our obligations until payment has been received after notifying the customer in writing.

4. Time of delivery and performance

4.1 Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding. The delivery period stated by us shall not commence until the technical questions have been clarified and the first payment has been made to our account. Likewise, the customer must fulfil all his obligations properly and on time.

4.2 If the underlying contract is a firm deal within the meaning of § 286 Para. 2 No. 4 BGB or § 376 HGB, we shall be liable in accordance with the statutory provisions. The same shall apply if the customer is entitled, as a result of a delay in delivery for which we are responsible, to assert the discontinuance of his interest in the further performance of the contract. In this case, our liability shall be limited to the foreseeable, typically occurring damage if the delay in delivery is not due to an intentional breach of contract for which we are responsible, whereby fault on the part of our representatives or vicarious agents shall be attributable to us. We shall also be liable to the customer in the event of delay in delivery in accordance with the statutory provisions if this is due to an intentional or grossly negligent breach of contract for which we are responsible, whereby any fault on the part of our representatives or vicarious agents shall be attributable to us. Our liability shall be limited to the foreseeable, typically occurring damage if the delay in delivery is not due to an intentional breach of contract for which we are responsible.

4.3 In the event that a delay in delivery for which we are responsible is due to the culpable breach of a material contractual obligation, whereby fault on the part of our representatives or vicarious agents is attributable to us, we shall be liable in accordance with the statutory provisions with the proviso that in this case the liability for damages shall be limited to the foreseeable, typically occurring damage.

4.4 Any further liability for a delay in delivery for which we are responsible is excluded. The further legal claims and rights of the customer, to which he is entitled in addition to the claim for damages due to a delay in delivery for which we are responsible, remain unaffected.

4.5 We shall be entitled to make partial deliveries and render partial services at any time, insofar as this is reasonable for the customer.

4.6 If the customer is in default of acceptance, we shall be entitled to demand compensation for the damage incurred and any additional expenses. The same shall apply if the customer culpably violated duties to cooperate. The risk of accidental deterioration and accidental loss shall pass to the customer upon the occurrence of default of acceptance or debtor's delay.

5 Transfer of Risk - Shipping/Packaging

5.1 If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery/transfer of the goods in the Ice Business warehouse to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If dispatch is delayed or omitted due to circumstances for which we are not responsible, the risk shall pass to the customer from the date of notification of readiness for dispatch. We undertake to take out any insurance requested by the customer at the latter's expense.

5.2 Packing, loading and dispatch (dispatch only within Germany) shall be carried out uninsured at the expense of the customer by the most efficient and cheapest means of transport. Further information is available on request. We will endeavour to take into account the wishes and interests of the customer with regard to the type and route of shipment; any additional costs incurred as a result - even if freight prepaid delivery has been agreed - shall be borne by the customer.

5.3 If dispatch is delayed at the request or fault of the customer, we shall store the goods at the expense and risk of the customer. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch.

5.4 At the customer's request and expense, we shall insure the delivery by means of transport insurance.

6. Warranty/liability

6.1 If the customer is an entrepreneur, claims for defects shall only exist if the customer has properly fulfilled his obligations to inspect and give notice of defects pursuant to § 377 HGB (German Commercial Code). Customers who are not entrepreneurs must give written notice of obvious defects within a period of 2 weeks from receipt of the goods. To meet the deadline it is sufficient to send the written complaint in due time. In the case of assembly services, claims based on obvious defects are excluded if the customer has not expressly reserved the right to assert his rights at the time of acceptance.

6.2 If a defect in the goods for which we are responsible exists, we shall initially only be obliged to subsequent performance unless we are entitled to refuse subsequent performance on the basis of the statutory provisions. The customer shall grant us a reasonable period of time for subsequent performance. Subsequent performance may be affected, at the discretion of the customer, either by remedying the defect (subsequent improvement) or by delivering new goods. If the customer is an entrepreneur, we shall bear the necessary expenses in the event of rectification of the defect, insofar as these are not increased because the object of the contract is located at a place other than the original place of delivery. In relation to consumers, the statutory provisions shall apply with regard to the obligation to bear the costs of remedying the defect. If the supplementary performance has failed, the customer may, at his discretion, demand a reduction of the purchase price or declare his withdrawal from the contract. The rectification shall be deemed to have failed upon the second unsuccessful attempt unless further attempts at rectification are reasonable and reasonable for the customer due to the subject matter of the contract. The Buyer may only assert claims for damages due to the defect under the following conditions if the subsequent performance has failed. The Buyer's right to assert further claims for damages under the following conditions shall remain unaffected.

6.3 If the customer is an entrepreneur, the warranty claims shall expire one year after delivery of the goods to the customer, unless we have fraudulently concealed the defect; in this case the statutory provisions shall apply. If the customer is a consumer, the statutory limitation periods shall apply.

6.4 If the customer is an entrepreneur, we shall be obliged to take back the new goods or to reduce the purchase price in accordance with the statutory provisions, even without setting the otherwise necessary deadline, if the customer of the customer as the consumer of the new movable item sold (purchase of consumer goods) was able to demand the return of the goods or the reduction of the purchase price from the customer due to the defect in these goods, or if the customer is confronted with an equally resulting right of recourse. In addition, we are obliged to reimburse the customer for any expenses incurred by the latter, in particular transport, travel, labour and material costs, which the latter had to bear in relation to the end consumer as part of the subsequent performance due to a defect in the goods which existed at the time when the risk passed from us to the customer. The claim shall be excluded if the customer has not properly fulfilled his obligations to inspect and give notice of defects pursuant to § 377 HGB (German Commercial Code).

6.5 The obligation in accordance with Section VI, para. 4 is excluded if the defect is due to advertising statements or other contractual agreements that do not originate from us or if the customer has given a special guarantee to the end user. The obligation shall also be excluded if the customer himself was not obliged to exercise the warranty rights vis-à-vis the end consumer on the basis of the statutory provisions or if he did not make this complaint vis-à-vis a claim made to him. This shall also apply if the Purchaser has assumed warranties vis-à-vis the end consumer which go beyond the statutory provisions.

6.6 We shall be liable without limitation in accordance with the statutory provisions for damage to life, limb and health resulting from a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents as well as for damage covered by liability under the Product Liability Act. For damages which are not covered by sentence 1 and which are based on intentional or grossly negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents, we shall be liable in accordance with the statutory provisions. Insofar as we, our legal representatives or our vicarious agents have not acted intentionally, however, our liability for damages in cases not covered by sentence 1 shall be limited to the foreseeable, typically occurring damage. To the extent that we have given a quality and/or durability guarantee for the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage which is based on the absence of the guaranteed quality or durability but which does not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.

6.7 We shall also be liable for damages caused by ordinary negligence insofar as the negligence relates to the breach of such contractual obligations the observance of which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typically associated with the contract and foreseeable.

6.8 Any further liability shall be excluded regardless of the legal nature of the asserted claim; this shall in particular also apply to tortious claims or claims for reimbursement of futile expenses in lieu of performance; our liability pursuant to Section IV, para. 2 to Section IV, para. 4 of this contracts shall remain unaffected thereby. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

6.9 Claims for damages by the customer due to a defect shall become statute-barred one year after delivery of the goods. This shall not apply in the event of injury to life, body or health caused by us, our legal representatives or our vicarious agents, or if we/our legal representatives have acted with intent or gross negligence, or if our simple vicarious agents have acted with intent.

7 Retention of title

7.1 The delivered goods (reserved goods) shall remain our property until all claims, including all current account balance claims, to which we are entitled against the customer now or in the future, have been settled. In the event of the customer acting in breach of contract, e.g. default in payment, we shall have the right to take back the goods subject to retention of title after having set a reasonable period of time beforehand. If we take back the reserved goods, this constitutes a withdrawal from the contract. We shall be entitled to utilise the goods subject to retention of title after taking them back. After deduction of a reasonable amount for the costs of the realization, the proceeds of the realization shall be set off against the amounts owed to us by the customer.

7.2 The customer shall treat the reserved goods with care and insure them sufficiently at their replacement value against fire, water and theft at his own expense. Maintenance and inspection work which become necessary must be carried out by the customer at his own expense and in good time.

7.3 The purchaser is entitled to sell and/or use the reserved goods properly in business transactions as long as he is not in default of payment. Pledging or transfer by way of security is not permitted. The customer hereby assigns to us in full by way of security any claims arising from the resale or any other legal reason (insurance, tort) in respect of the reserved goods (including all current account balance claims); we hereby accept the assignment. We revocable authorise the customer to collect the claims assigned to us for his account in his own name. The direct debit authorisation can be revoked at any time if the customer does not properly meet his payment obligations. The customer is also not entitled to

assign this claim for the purpose of collecting the claim by way of factoring, unless the obligation of the factor to effect the consideration in the amount of the claims directly to us is justified at the same time, as long as we still have claims against the customer.

7.4 Any processing or transformation of the reserved goods by the customer shall be carried out for us in any case. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including value added tax) to the other processed items at the time of processing. The same shall apply to the new item resulting from the processing as to the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including value added tax) to the other mixed items at the time of mixing. If the customer's item is to be regarded as the main item as a result of the mixing, the customer and we agree that the customer assigns to us pro rata co-ownership of this item; we hereby accept the assignment. Our sole or co-ownership of an item thus created shall be held in safe custody by the customer on our behalf.

7.5 In the event of access by third parties to the reserved goods, in particular seizures, the customer shall point out our ownership and inform us immediately so that we can assert our ownership rights. Insofar as the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for such costs.

7.6 We are obliged to release the securities to which we are entitled to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10 %, whereby we are free to select the securities to be released.

8. Place of performance, place of jurisdiction, applicable law

8.1 The place of performance and fulfilment for deliveries and payments (including actions on cheques and bills of exchange) shall be our registered office at Lutherstadt Eisleben.

8.2 If the customer is a merchant, legal entity under public law or special fund under public law within the meaning of § 38 ZPO, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Lutherstadt Eisleben Local Court, irrespective of the amount in dispute.

8.3 The law of the Federal Republic of Germany shall apply, to the exclusion of all conflict of law's provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9. general

9.1 Personal and company-related data will be stored by us in compliance with the statutory provisions.

9.2 Should individual provisions of this contract be invalid in whole or in part or lose their legal validity later, this shall not affect the validity of the remainder of the contract. In this case, the parties undertake to replace the invalid provision with a valid provision which, as far as legally possible, comes as close as possible to the economic purpose pursued by the invalid provision, taking into account the interests of the parties expressed in this contract. The same shall apply if the contract contains a gap not foreseeable by the parties.

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