



**German Adler GmbH, Kennedyallee 93, 60596 Frankfurt am Main, Deutschland**

**§ 1. General delivery- and payment terms, 07/2014**

All offers, sales contracts, deliveries, information and consulting shall be governed by these general terms and conditions (the „General Terms and Conditions). The General Terms and Condition of the Purchaser do not apply.

**§ 2. Conclusion of Contract**

Our offerings, price lists, circulars and general bids are non-binding. The contract is concluded by written acceptance of the offer.

**§ 3. Prices**

Prices are ex works, including cost for standard packaging plus the respective statutory VAT for a period of 30 days. After expiration of this limit the prices have to be renegotiated.

(The prices exclude all additional charges e.g. petroleum tax, old oil equalization tax, freight, insurance, export,- transit,- import and other approvals as well as certifications are to be paid by the Purchaser.

In cases of fixed price accords, appropriate price evaluations are reserved by us.

**§ 4. Rescission of the contract, Force majeure, Liability**

The Purchaser shall be entitled to withdraw from the Contract upon granting us an appropriate additional respite. In cases of unacceptable delay the Purchaser shall be entitled to withdraw from the contract under exclusion the right of claiming of compensation.

Should the Purchaser be in default with the payment or his solvency deteriorates, we be entitled to exercise the right of withdraw from the contract.

We are not liable for impossibility of delivery or for delivery delays or similar, every unforeseeable occurrence such as strikes, material,- energy supply difficulties, transport delays, lack of personnel, energy or raw materials, difficulties of obtaining permissions of authorities, acts of authorities, delivery delays by third providers. We reserve the right to withdraw from or suspend the contract in event of force majeure.

**§ 5. Delivery, Passing of risk**

In the event of leaving the goods from our factory/storage the passing of risk passes to the purchaser. If the Purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the Purchaser. This does apply for the event the delivery is carriage free or as Incoterms CPT or CIF.

We determine the quantity of goods. This quantity is binding for the Purchaser and will be taken as basis of price calculation.

**§ 6. Warranty**

In case of obvious non-conformity of the goods, deficiency or wrong delivery the Purchase has complain within 8 days prior written notice; it requires that the goods are originally packed and is still at their place of destination. In case of consistency objections a sample of at least 1 kg has to be send to us immediately without undue delay. The remaining original packed goods and those in use have to be secured. We shall be able to prove the objections on-site.

In case of justified objections we shall be entitled and have the right to conduct compensation delivery or reduction of price of our choosing.

All compensation claims are excludes unless they base on our or our assignees gross negligence or purpose. Meanwhile claims basing on the German Product Liability Act remain unaffected.

**§ 7. Payment**

Unless expressly otherwise agreed by us, all shipments by us shall require advance payment the currency is EURO.

In case, that Cash against Documents (CAD) is agreed, the Purchaser shall pay the price within 5 days after the goods arrive at the place of destination.

From the due date default interest in the amount of 8% above respective base interest rate p.a. shall accrue. We reserve all rights to claim further damages for delay.

The Purchaser shall be entitled to offset only insofar as the Purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgment. The Purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

Place of fulfillment is where the goods are delivered.

**§ 8. Retention of Title**

We retain legal title to any product supplied by us until the purchase price (including VAT and shipping costs) for such product has been fully paid.

**§ 9. Drawings and other Documents**

All drawings, bids and other Documents, which are delivered to the Purchaser, remain in title of us. They shall not be used for other purposes as allowed by us. We reserve the right of withdrawal at any time.

**§ 10. Jurisdiction, Applicable law**

Exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Frankfurt am Main.

Additional to our international business the terms of Incoterms (latest version) are applicable insofar as they do not oppose this General Delivery and Sales Terms.

This contract shall be governed by the laws of Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

**§ 11. Severability clause**

If any of the provisions of this General Delivery and Sales Terms shall become or be held invalid, all other provisions hereof shall remain in full force and effect.