

► General Terms & Conditions of Sale



1. Scope

(1) These Terms & Conditions of Sale shall apply exclusively and only to traders, legal entities under public law, or special public assets under Section 310, Paragraph 1 of the German Civil Code (BGB). Should a Client's terms and conditions be different from or contrary to our Terms & Conditions of Sale, we shall only recognise them if we have expressly agreed that they are valid. The Client confirms by virtue of his enquiry that he belongs to one of the above categories and is not enquiring as a private consumer.

(2) These Terms & Conditions shall also apply to all future transactions with the Client, insofar as these are legal transactions of a related kind. You can download our current Terms & Conditions of Business at any time at: <http://www.multi-lite.com/terms>.

2. Offer and conclusion of contract

Insofar as an order is to be regarded as an offer under the terms of Section 145 of the German Civil Code (BGB), we may accept it within three weeks.

Acceptance shall be made by sending a confirmation of order, or at latest upon transfer to a carrier of goods so ordered, or upon delivery.

2. Supply of documents

We reserve title and copyright to all documents supplied to the Client in connection with issue of order, such as cost estimates, drawings etc. These documents must not be made available to Third Parties, unless we have granted the Client our express written permission.

4. Prices and payment

(1) Unless agreed to the contrary in writing, our prices are ex works, including packaging and plus VAT as due at the time concerned.

(2) Payment of purchase price must be made only to one of the bank accounts designated overleaf. Deduction of discount shall be allowed only with a separate written agreement.

(3) Unless agreed otherwise, the purchase price must be paid strictly net within 20 days following date of invoice. Arrears interest shall be charged at 8 % per annum above the base interest rate in force from time to time. The right to claim higher damages as a result of delay is hereby reserved.

(4) Insofar as no fixed-price agreement has been made, we reserve the right to amend our prices to a reasonable amount as a result of increased wage costs or increased costs of materials and distribution. Should it be proven during this offer stage that the prices charged by our suppliers have risen by more than 3%, we may raise the offer price or withdraw the offer as we may choose.

5. Offset and rights of retention

The Client shall enjoy right of offset only if his counterclaims have been successfully asserted at law or are undisputed. The Client shall be entitled to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

6. Delivery time

(1) The beginning of the delivery time which we have stated assumes timely and proper fulfilment of his duties by the Client. Plea of unfulfilled contract is hereby reserved.

(2) Should the Client be in arrears of acceptance, or should he culpably infringe other duties of collaboration, we shall be entitled to require compensation for the damage which we have incurred thereby, including any additional expenditure. Further claims are hereby reserved. Should the foregoing preconditions subsist, risk of accidental destruction or accidental deterioration of the item of sale shall pass to the Client at the time when he has fallen into arrears of acceptance or payment.

(3) A statement that certain items are available is always subject to change and shall be made on the proviso that they have not meanwhile been sold. We shall not be responsible for delivery bottlenecks on the part of the manufacturer or of our preliminary suppliers.

(4) Further statutory claims and Client's rights with respect to arrears of delivery shall not be affected hereby.

7. Transfer of risk upon shipping

Should the goods be shipped to the Client at the Client's request, risk of accidental destruction or accidental deterioration of the said goods shall pass to the Client at latest when the goods leave the works or store. This shall apply irrespective of whether shipment of goods was made from the place of fulfilment or of who is paying the costs of carriage.

8. Reservation of title

(1) We reserve title to the item delivered until full payment of all receivables due under the delivery contract. This shall also apply to all future deliveries, even if we do not always explicitly so cite. We shall be entitled to take back the item of sale if the Client acts in breach of contract. An extended reservation of title shall apply.

(2) The Client shall have a duty, as long as title has not passed to him, to treat the item of sale with care. Should it be necessary to carry out inspection work, the Client must carry this out in proper time at his own expense. As long as title has not been transferred, the Client must inform us immediately should the item delivered be pledged or subject to encroachment by Third Parties. Insofar as the Third Party is not able to reimburse us for the costs, both in and out of court, of a claim under Section 771 of the German Civil Proceedings Code (ZPO), the Client shall be liable for the loss which we have incurred.

(3) The Client shall be entitled in the course of normal business to re-sell reserved goods. The Client cedes to us here and now the receivable due from the purchaser under the re-sale of such reserved goods, to the sum of the final invoice total agreed with ourselves (including VAT). This cession shall apply irrespective of whether the item of sale has been re-sold following finishing or not. The Client shall be entitled to collect the receivable even after cession. Our right to collect the receivable ourselves shall not be affected thereby. We shall not collect the receivable, however, as long as the Client fulfils his duties of payment to ourselves, is not in arrears of payment, and in particular no application has been made to open proceedings in bankruptcy and no suspension of payments has been announced.

(4) Any processing or finishing of the item of sale by the Client shall be made always in our name and to our order. In this case the Client's contingent rights in the item of sale shall persist in the item adapted. Insofar as the item of sale is processed with other items which do not belong to us, we shall acquire joint title to the new item in the ratio of the invoice price of our item of sale to the other processed or finished or adapted items at the time of the said processing or finishing or adapting. The same shall apply in the case of mixing. Insofar as the said processing or finishing or adapting is carried in out in such a way that the Client's goods must be regarded as the principle item, it is hereby agreed that the Client shall transfer joint title to ourselves pro rata and preserve for us the sole title or joint title so created. To secure our claims against the Client, the Client shall also cede to us such receivables as are due to him from a Third Party through joining the reserved goods to a landed property; we accept this cession here and now.

(5) Should the realisable value of the sureties exceed our claims by more than 10%, we shall release sureties as we choose, should the Client so require.

9. Guarantee, complaints, recourse, redress against manufacturer

(1) Our liability for defects shall be based principally on the agreement concluded governing the properties and condition of the goods. An agreement governing the properties and condition of the goods shall be deemed to be the product specifications (including those of the manufacturer), designated as such, with which the Purchaser has been supplied prior to his order or which have been incorporated into the contract in the same way as these General Terms & Conditions of Business.

(2) Claims by the Client under guarantee assume that the latter has properly fulfilled his duties of inspection and complaint as required under Section 377 of the German Commercial Code (HGB).

(3) Warranty claims shall expire in 12 months following completed delivery to the Client of the goods which we have supplied. Guarantee may be excluded in the case of basic consumer goods or extraordinary items booked specially. Such exclusion shall be made in writing in the confirmation of order or on the invoice. Our agreement must be obtained prior to any return of goods.

(4) Should, despite all care, the goods delivered evince a defect which was already present at the time of transfer of risk, providing that complaint was made in good time we shall either repair it or supply a replacement, as we may choose. We must at all times be given an opportunity for subsequent fulfilment within a reasonable period of grace. Recourse claims shall not be affected in any way by the foregoing regulation.

(5) Should subsequent fulfilment be unsuccessful, the Client, irrespective of any claims for damages, may withdraw from the contract or reduce payment.

(6) Warranty claims shall not apply to merely minor deviations from agreed properties and condition, to merely minor impairment of utility, to natural wear and tear, or to damage caused following transfer of risk as a result of defective or negligent treatment, excessive strain, unsuitable operating resources, or particular external influences not assumed under the contract. Should repairs or changes be improperly undertaken by the Client or by Third Parties, warranty claims shall likewise be applicable neither to such repairs or changes nor to the consequences arising therefrom.

(7) We shall normally pay the costs incurred for purposes of subsequent fulfilment. Should these costs increase, particularly costs of transport, of shipping and handling, or of labour and of materials, because the goods which we supplied must be brought to a location other than the Client's premises, the Client must pay the costs thus incurred.

(8) Recourse claims by the Client against ourselves shall be possible only insofar as the Client has concluded no agreements with his buyer over and above the compulsory statutory warranties. The scope of the Client's recourse claim against the supplier shall further be governed by Paragraph 6 in an analogous sense.

10. Miscellaneous

(1) This Contract, and all legal relations between the Parties, shall be governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods (CIGS).

(2) The place of fulfilment and exclusive place of jurisdiction for all disputes arising under this contract shall be Hamburg, unless stated otherwise in the confirmation of order.

(3) All agreements reached between the Parties for the purpose of executing this Contract are set out in writing in these General Terms & Conditions of Business. Individual agreements concluded with the Purchaser in a single case (including ancillary agreements, addenda and amendments) shall have precedence over these General Terms & Conditions of Business in every case. The content shall be governed by a written contract or by our written confirmation.

(4) Should any individual provisions in this Contract be or become invalid, or should they contain a lacuna, the remaining provisions shall not be affected thereby.