

I. General / Scope of application

1. These General Terms and Conditions (GTC) apply to all current and future business relationships between robinia GmbH and the contractual partner.
2. The GTC apply specifically to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "goods"), irrespective of whether the goods are manufactured by us or purchased from suppliers (Sections 433, 651 BGB). The GTC shall also apply in their current version as a framework agreement for future contracts for the sale and/or delivery of movable goods to the same buyer, without us having to refer to them again in each individual case.
3. Any terms and conditions of the contractual partner that conflict with, deviate from or supplement these Terms and Conditions of Delivery and Payment shall only apply if they have been expressly recognised by us in writing.

II. Conclusion of contract; reservation of self-delivery; force majeure; terms of payment

1. All our offers are subject to change and non-binding. The sale is subject to correct and timely delivery to us.
2. The Seller is entitled to withdraw from the contract if he does not receive the delivery item despite the prior conclusion of a corresponding purchase contract; the Seller's liability for intent or negligence remains unaffected. The Seller shall immediately inform the Buyer that the delivery item is not available on time and, if it wishes to withdraw from the contract, shall immediately exercise its right of withdrawal; in the event of withdrawal, the Seller shall immediately reimburse the Buyer for the corresponding consideration.
3. If we are prevented from delivering on time due to force majeure events, we shall be entitled to postpone the delivery for the duration of the hindrance or to be released from the delivery obligation if the buyer no longer has a justified interest in the delivery. Events of force majeure include in particular, but are not limited to: internal labour disputes for which we are not responsible, external labour disputes if we cannot reasonably procure a replacement for the endangered delivery, war, import and export bans, energy and raw material shortages, power failures, extreme weather conditions (e.g. hail or thunderstorm damage) or official measures.
4. Unless otherwise agreed, payment shall be due in full upon delivery or acceptance of the goods. The Buyer shall be in default 14 days after the due date without any further declarations by the Seller if he has not paid.
5. Offsetting against our purchase price claim is only permissible with counterclaims that are undisputed, ready for judgement or legally established. The purchaser may only assert a right of retention under these conditions.

III Documents provided

1. We reserve the title and copyrights to all documents provided to the customer in connection with the order placement, such as calculations and drawings. These documents may only be passed on to third parties with our express written consent.
2. If a contract is not signed, these documents must be returned to us immediately.

IV. Delivery; transfer of risk on despatch

1. Delivery shall be ex warehouse of our logistics partners LEO SCM GmbH, Hessenring 15e in 64546 Mörfelden-Walldorf, and interGo GmbH, Werne-Von-Siemens str. 34 in 64319 Pfungstadt - in each case the place of fulfilment. At the request and expense of the buyer, the goods will be dispatched to another destination (sale to destination). Unless otherwise agreed, we reserve the right to choose the type of dispatch (including transport company, dispatch route and packaging) ourselves.
2. If the goods are dispatched to the customer on request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods leave the warehouse. This provision shall apply irrespective of whether the goods are dispatched from the place of fulfilment or who bears the freight costs.

V. Retention of title

1. All deliveries by robinia GmbH are subject to retention of title. Until full payment of all existing and future claims arising from the business relationship between robinia GmbH and the customer, the delivered goods shall remain the property of robinia GmbH.
2. The customer is obliged to handle the purchased goods with care as long as ownership has not yet been transferred to him. He must insure the goods at his own expense against theft, fire and water damage and carry out any necessary maintenance and inspection work in good time at his own expense. The customer must inform us immediately in writing if the delivered goods are seized or otherwise claimed by third parties. If the third party is unable to reimburse us for the costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred. During the period of retention of title, the customer is prohibited from pledging or transferring the goods.
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4. The customer has the right to resell the delivered goods in the ordinary course of business. This authorisation may be revoked if the customer does not properly fulfil its contractual obligations. The customer hereby assigns its claims arising from the resale of the reserved goods to robinia GmbH by way of security, without having to make any additional declarations. However, this assignment shall only apply up to the amount of the invoice for the item delivered by the contractor.

5. The customer is authorised to collect the assigned claims until revoked. Payments made on the assigned claims shall be forwarded to the Contractor without delay up to the amount of the secured claim. The Contractor reserves the right to revoke the authorisation to collect, in particular in the event of default of payment, suspension of payment, opening of insolvency proceedings or imminent insolvency of the Customer.
6. The company robinia GmbH undertakes to release the securities at the customer's request if their value exceeds the claims to be secured by more than 20%.
7. In the event of breaches of duty by the Customer, in particular default in payment, the Contractor shall be entitled to demand the return of the delivery item or the new goods and/or to withdraw from the contract without setting a deadline; the Customer shall be obliged to return the goods.

VI Notice of defects

1. We would like to politely point out that all notices of defects must be submitted immediately and in writing with precise details of the complaint. Otherwise they cannot be recognised as official complaints. We ask for your understanding and co-operation in this matter.
2. After inspection of the goods, any complaint - except in the case of hidden defects - is not admissible. Warranty claims are excluded in the event of minor deviations from the agreed quality, only slight impairment of usability, natural wear and tear, and damage arising after the transfer of risk due to incorrect or negligent handling, excessive strain, unsuitable equipment, defective construction work or unsuitable building ground. This also includes damage due to external influences that were not provided for in the contract. In addition, there is no warranty for improperly performed repairs or modifications by the customer or third parties and the resulting consequences.

VII. Subsequent fulfilment

1. In accordance with the above provisions, the right to choose between rectification of defects and replacement delivery clearly lies with the contractor. The contractor should first be given the opportunity for subsequent fulfilment within a reasonable period of time. If this measure is unsuccessful, the client retains the right to reduce the purchase price or withdraw from the contract, irrespective of claims for damages. It is important to note that the provisions of Section 478 (1) BGB remain unaffected in these cases. Furthermore, a rectification of defects is only deemed to have failed after the second unsuccessful attempt if the client demands compensation instead of performance or wishes to rectify the defect independently. It should be noted that there are certain statutory exceptions where no deadline is required. In addition, claims by the customer for reimbursement of the costs incurred for subsequent fulfilment are excluded if the expenses have increased due to the transfer of the goods to a location other than the customer's original place of business, unless the transfer corresponds to the intended use of the goods.

VIII. Limitation of liability of the contractor

1. The Contractor shall be liable in the event of intent or gross negligence and in the event of culpable injury to life, limb or health in accordance with the statutory provisions. In cases of

gross negligence, however, liability shall be limited to the foreseeable damage, unless another exceptional case exists. In addition, the Contractor shall only be liable in accordance with the Product Liability Act, in the event of culpable breach of material contractual obligations, fraudulently concealed defects or assumed guarantees for the quality of the delivery item. The claim for damages for the breach of essential contractual obligations is also limited to the foreseeable damage, unless there is another exceptional case.

2. The provisions of paragraph 1 apply to all claims for damages, including those in addition to and instead of performance, irrespective of their legal basis - whether due to defects, breaches of duty arising from the contractual obligation or unauthorised acts. They also refer to the reimbursement of useless expenses. Liability in the event of default is dealt with in Section IX, and in the event of impossibility in Section X.
3. The regulation in question has no effect on the client's burden of proof. It is stated that the burden of proof remains with the contractor. This ensures that the client is not disadvantaged and can continue to assert its claims on the basis of the applicable laws and contracts. Care is taken to ensure that the interests of both parties are adequately taken into account and that the balance between the contracting parties is maintained.

IX. Limitation of liability for delays in delivery

1. The Contractor shall be liable in accordance with the statutory provisions for delays in performance in the event of intent or gross negligence on its part, its representatives or vicarious agents and in the event of culpable injury to life, limb or health. In the event of gross negligence, however, liability shall be limited to the foreseeable damage typical of the contract. Damages for delay are limited to 5% and damages in lieu of performance to a total of 10% of the value of the delivery/service, unless there is a culpable breach of essential contractual obligations. In such cases, the claim for damages shall be limited to the foreseeable damage typical for the contract. The client's right to withdraw from the contract remains unaffected by this, but any further claims by the client after the expiry of any deadline for the provision of services are excluded.
2. The above provisions do not lead to any change in the burden of proof to the detriment of the client.

X. Limitation of liability in the event of impossibility

1. The Contractor shall bear full responsibility in the event of impossibility of delivery or performance in the event of wilful intent or gross negligence on the part of itself, its representatives or vicarious agents and in the event of culpable injury to life, limb or health in accordance with the statutory provisions. In the case of gross negligence, however, liability is limited to the foreseeable damage typical for the contract, unless another exceptional case mentioned in sentence 1 exists at the same time. Outside of these cases, liability for impossibility shall amount to a maximum of 10 % of the value of the service or delivery as compensation for damages and reimbursement of futile expenses. Further claims due to the impossibility of delivery are excluded, even after the expiry of any deadline set for performance. The client's right to withdraw from the contract remains unaffected, and the aforementioned regulations have no influence on the burden of proof in favour of the client.

XI. Resignation

1. In accordance with the statutory provisions, the Client may only withdraw from the contract if the Contractor is responsible for the breach of duty. In the event of a breach of duty, the Client must declare within a reasonable period of time after being requested to do so by the Contractor whether it wishes to withdraw from the contract or insist on fulfilment. In the event of defects, the statutory cancellation regulations shall apply.

XII. Statute of limitations

1. The warranty period for claims for defects is twelve months from delivery of the goods provided by us to the buyer. The statutory limitation period shall apply to claims for damages due to intent or gross negligence and in the event of injury to life, limb or health caused by an intentional or negligent breach of duty by the user. Longer periods in accordance with § 438 Para. 1 No. 2 BGB (buildings and building-related items), § 479 Para. 1 BGB (rights of recourse) and § 634a Para. 1 BGB (building defects) shall apply if this is prescribed by law. Please obtain our consent before you wish to return goods.
2. The limitation period for all claims shall commence upon delivery, in the case of work services upon acceptance. The periods specified in paragraph 1 shall also apply to all claims for damages against the contractor in connection with a defect - irrespective of the legal basis of the claim. For other types of claims for damages against the contractor that are not related to a defect, the limitation period according to paragraph 1 sentence 1 shall apply.
3. The limitation periods under paragraphs 1 and 2 do not apply under the following conditions:
 1. They do not apply in the case of intent, fraudulent concealment of a defect or if the seller has given a guarantee for the quality of the delivery item.
 2. Claims for damages are also excluded in the event of injury to life, limb, health or freedom, in the event of claims under the Product Liability Act, gross negligence or breach of material contractual obligations.
4. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of time limits shall remain unaffected.
5. The aforementioned regulations do not lead to any change in the burden of proof that would penalise the client.

XIII Compensation for damages

1. If dispatch is delayed at the Buyer's request by more than two weeks beyond the agreed delivery date or, if no exact date has been specified, after the Seller has announced readiness for dispatch, the Seller may demand a storage fee of 1% of the price of the delivery item for each month or part thereof, up to a maximum of 10%. The buyer has the right to prove that a lower loss has been incurred. The seller is free to claim higher damages.
2. In the event of non-fulfilment of the contract by the customer, the contractor may demand 20% of the purchase price as compensation. The buyer is entitled to prove that the seller has suffered no or less damage. The seller may also attempt to prove higher damages.

3. In the event of default in payment, the Contractor may demand default interest in the amount of 9 percentage points above the base interest rate in accordance with Section 247 BGB. The client may prove that the creditor has incurred no or only a significantly lower loss; the creditor may also prove a higher actual loss.

XIV Place of fulfilment; place of jurisdiction; severability clause

1. The place of fulfilment for both parties is the registered office of robinia GmbH.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship - including actions on bills of exchange and cheques - shall be the registered office of robinia GmbH.
3. This contract and the legal relationships between robinia GmbH and the contractual partner are subject to the law of the Federal Republic of Germany. The application of international private law (conflict of laws) and the UN Convention on Contracts for the International Sale of Goods is excluded.
4. Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. Should a provision of these GTC be invalid, the parties shall replace it with a provision that achieves the intended purpose of the invalid provision in a legally permissible manner or comes as close as possible to this provision.