

I. General

- These delivery and payment conditions are binding for all business relationships, sales and other legal transactions between HAGOLA and its customers.
- Customers are exclusively persons defined in accordance with § 14 BGB or juridical persons for public law.
- Upon placing the first order, the customer declares himself to be in agreement with these general delivery and payment conditions for this and all further offers, orders and contracts, without ever having these conditions set forth for agreement again.
- Respective contract contents which may vary from these conditions will appear in our confirmation of order. As far as the customer adds additional conditions or editions when writing an order, these conditions or editions will be herewith expressly contradicted, in particular in the case that the customer wishes to make his procurement conditions as basis for the contract. As far as these procurement conditions stand contrary to our general delivery and payment conditions, they will not become valid either through our silence or unconditional carrying out of the order. Deviation agreements are only binding when they are confirmed in writing by HAGOLA.

II. Quotations

- HAGOLA-quotations are subject to alteration. Delivery contracts and all other agreements (including collateral agreements) as well as statements made by HAGOLA-representatives will only be considered by HAGOLA as legally binding when in writing.
- We reserve the property and author rights to quotations, drawings and other quotation documentation as well as the right to demand the return of such documents. Such documents may not be made accessible to third parties.
- Drawings, copies, dimensions, weights or other performance data mentioned in leaflets, circular letters, price lists, catalogues, other publications or in quotations from HAGOLA are only binding when they are confirmed in writing by HAGOLA.
- HAGOLA reserves the right to make design changes provided the overall performance of the product is not adversely affected and the changes are reasonable for the customer.
- Orders and changes of orders are only binding with a written confirmation of order from HAGOLA.
- Since HAGOLA manufactures by order, an immediate checking of the confirmation of order including all enclosed documents by the customer is required. The customer is required to check the confirmation of order, including drawings, dimensions and other service data, and to return this to HAGOLA with an approval note within 24 hours. Failure to check and approve within the required time will result in the loss of guarantee in accordance with position VII.
- The return of standard articles will only be accepted with approval from HAGOLA and with a charge of 15% of the value of merchandise, at least 20 Euros, provided the merchandise is still in sellable condition and is not the result of contract termination or guarantee claims.

III. Prices

- Listed prices do not include VAT and are ex-works, excluding carriage, duty and packaging.
- All payments must be made to HAGOLA in Euros.
- An extra charge of 10 Euros will be applied to small orders less than 100 Euros net.
- Price changes are permissible if more than 3 months lie between issue of the quotation and contract conclusion.

IV. Payment conditions

- Payment conditions and payment periods agreed upon in the order apply to all payments. If nothing else has been agreed upon, the regulations in § 286 BGB are valid. Terms of payment are complied with when the amount due is available to HAGOLA within the specified period of time. Payments may, at HAGOLA's discretion, be calculated against outstanding amounts.
- Checks and bill of exchanges will be accepted, provided bill of exchanges have been agreed upon. Discount and hauling expenses as well as interests will be paid by the customer and must be paid to HAGOLA immediately.
- In case of a delay, interest in the amount of 9% points above the base interest rate have to be paid. HAGOLA reserves the right to claim higher damages.
- With the second payment reminder and for each following reminder, the interest and an additional charge of 10 Euros per reminder will be added.
- If the buyer is not able to make payments or there is an indication of a pending insolvency, HAGOLA has the right to demand advanced payment or securities for pending deliveries and orders even when they have already been confirmed in writing. The delivery time will be extended accordingly.
- The customer is obligated to inform HAGOLA of any imminent inability to pay in accordance with InsO. Upon non-compliance with this requirement, both contract parties now agree to a lump sum compensation in the amount of 5000.00 Euros. HAGOLA reserves the right to raise a higher compensation. The customer has the right to prove to HAGOLA that a lower compensation is due. Should the customer – if it is a joint-stock company – deliberately or negligently disregard this obligation, the customer's Managing Director will be made personally liable for resulting damages.

V. Reservation of proprietary rights and securities

- The delivered merchandise will remain the property of HAGOLA until full payment has been made.
- Any handling, modifications and processing of the delivered merchandise are made by the customer for HAGOLA but without any accrued obligations for HAGOLA. If the delivered merchandise is filled, mixed or connected with other objects that are not in the HAGOLA possession, HAGOLA gets shared property on these new objects in proportion to the value of the HAGOLA-merchandise to the new parts. The customer is in agreement with HAGOLA that he entitles HAGOLA to get the property or shared property on the merchandise in proportion to the value of the HAGOLA-merchandise to the new parts. If the customer is legally the sole owner of the new objects, he will transfer the sole ownership to HAGOLA, free of charge. In both cases, the customer is required to store and to insure the merchandise free of charge accordingly.
- The customer is authorized to use the merchandise subject to retention of title only in normal business activities and only as long as there is no delay in payment. The customer is not authorized to liquidate or use this merchandise as security.
- Due to securing reasons for HAGOLA, the customer has already assigned now and in advance all receivables in full value to HAGOLA which he gains from the resale of the merchandise subject to retention title; regardless whether the merchandise is resold to one or more customers before or after handling, modification and connection. If the merchandise is sold in combination (processed, not processed, filled, mixed or connected) with other products - that are not in the possession of HAGOLA -, then the receivables from the resale in the amount of the value percentage of the HAGOLA-merchandise has to be considered as assigned.
- The customer is required to hand over any information requested by HAGOLA concerning the buyer and the amount received for this merchandise. HAGOLA reserves the right to inform the buyer of this merchandise about the assignment without notifying the customer.

- If the value of the existing securities for HAGOLA exceeds the demands by more than 40%, upon request by the customer, HAGOLA is obliged to release at their discretion.
- The customer is authorized to collect the amount assigned as long as he fulfills its obligations towards HAGOLA properly.
- HAGOLA reserves the right to collect assigned amounts if the customer does not meet its obligations towards HAGOLA.
- In the case of an insolvency; the customer is obliged to allow HAGOLA or a person authorized by HAGOLA to enter their premises and inspect the records and documents pertaining to the whereabouts of the delivered merchandise and, if necessary, allow entry into the company and / or warehouse to inspect, assess and confiscate stored merchandise. If necessary, HAGOLA may take possession of, separate or secure the customer's merchandise in order to protect its own merchandise (claim), a markdown of 40% of the merchandise value may be made.

VI. Delivery, delivery time and delivery notice

- Route, transportation or other safety matters are subject to the judgement of HAGOLA. The customer is liable for all transportation hazards, even when the shipment is „carriage paid“.
- If carriage paid delivery has been arranged with the customer in his procurement conditions, this is valid exclusively for deliveries with the in-house tour of HAGOLA within Germany, except for deliveries on islands.
- HAGOLA has to be immediately informed in writing by the customer about obvious defects, transportation damages, incomplete or wrong deliveries. Complaint merchandise shall not be worked or installed unless the customer waives his warranty claim for defects according to Paragraph VII at the same time. The customer must induce the forwarder to certify the defect on the delivery note.
- Delivery times are non-binding. Delivery deadlines begin with the date when an order has been confirmed by HAGOLA, however not before all model details and relevant information concerning conditions and processing of the order have been clarified between HAGOLA and the customer. This is also valid for delivery dates. Subsequent changes of order extend the given delivery date and/or delivery period accordingly. Early delivery and partial delivery are authorized. The delivery date is the date of dispatch ex-works.
- If the customer violates its duty to cooperate (e.g. by failure to pick up the merchandise in time or refusing to take possession of the merchandise), the customer accepts responsibility. The merchandise in question is then considered properly accepted.
- Force majeure events will extend the delivery time adequately and entitle HAGOLA to partial or full cancellation of contract. Force majeure includes strikes, lockouts, operational interruptions and any other conditions that either considerably complicate delivery or make it impossible. This is also valid when the mentioned circumstances occur during an already existing delay in delivery or with a subcontractor.

VII. Notification of defects

- Notification of defects does not include damages caused by normal wear, dampness, extreme heating of the rooms, other temperature or weather factors at the customer or by the improper use of the customer.
- The detection of defects covered by guarantee must be reported to HAGOLA in writing immediately. The customer is obliged to inspect the delivered goods immediately. Obvious defects, as well as complaints due to false or incomplete delivery are to be noted in the receipt (delivery note) and HAGOLA is to be informed in writing immediately, i.e. it must appear at HAGOLA within a period of 3 days after delivery, otherwise the goods are considered as having been properly delivered. This 3-day period of time is valid for hidden defects, as of the time that the customer becomes aware of the defect. Light bulbs and amounts of gas are excluded from the guarantee.
- In case of a justified notification of defect in due time, HAGOLA will fulfill its guarantee either by making repairs at the factory or by delivering a replacement (supplementary performance). Should the supplementary performance fail, the customer may insist on a compensation reduction or a cancellation of contract. The right to cancel contract does not pertain to minor defects.
- Should the customer choose the cancellation of contract due to a legal problem or material defect after supplementary performance, he is not entitled to claim any further compensation. Should the customer choose financial compensation after failed supplementary performance the merchandise remains with the customer as long as this is reasonable. Financial compensation is limited to the difference between the purchase price and the actual value of the defective merchandise. This is not valid if HAGOLA should breach the contract wilfully.
- The term of guarantee is one year after delivery of the merchandise. The guarantee is limited to the direct repair of the defect. Charges for assembly work done on parts that are not a part of the HAGOLA-delivery will not be reimbursed.
- The condition of the merchandise is solely determined by the product description from the manufacturer. Public statements, praises or advertising done by the manufacturer do not represent any contractual quality requirement of the merchandise.

VIII. Liability

- Compensation claims made against the seller and/or its assistants due to breach of duty are invalid, unless they are based on intention, gross negligence or culpable violation of essential contract duties. In the case of culpable violation of essential contract duties, HAGOLA is only liable for the, for the product foreseeable, contract-typical, immediate average damage. The above liability restrictions do not affect claims from the buyer for product liability. The liability restrictions from HAGOLA are not valid in the case of injuries to life, the body or the health.
- Claims for compensation from the buyer due to a defect become invalid after one year from delivery of the product.

IX. Conclusion and legal domicile

- Place of settlement for all liabilities resulting from this contract is the HAGOLA seat. Legal domicile for both parties is Vechta.
- The relations between the contracting parties are exclusively subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods is not valid.
- Should a section of these general delivery and payment conditions be or become in part or completely ineffective, this will not affect the remaining parts. Partially or completely ineffective conditions will be replaced by the condition which comes closest to the will of HAGOLA.

Valid as of: August 2016