

# Roland Arzner KG

## General Terms and Conditions

This translation is provided for information purposes only. Only the German version is legally binding.

Roland Arzner KG - Daimlerstraße 3-5, 79761 Waldshut-Tiengen, Germany

### I. Offer and Conclusion of Contract

These Terms and Conditions apply to all—also future—deliveries and services. The customer's terms and conditions only apply if we acknowledge them in writing for the respective contract.

### II. Prices

Our prices are understood ex warehouse or ex works plus freight and VAT unless otherwise agreed.

### III. Delivery and Performance Time

Delivery periods and dates are approximate unless expressly designated as binding. Events of force majeure entitle us to postpone delivery by the duration of the hindrance.

### IV. Grades, Dimensions and Weights

Grades and dimensions are determined in accordance with the DIN standards or material data sheets, unless foreign standards are agreed in writing.

### V. Acceptance

Where acceptance has been agreed, it shall take place at the supplier's works immediately after notification of readiness for shipment.

### VI. Shipment, Transfer of Risk and Partial Deliveries

Upon handover of the material to a forwarding agent or carrier, the risk passes to the customer, even in the case of delivery free destination.

### VII. Terms of Payment / Set-off

Set-off with counterclaims is permissible only to the extent that such claims are acknowledged by us as due and payable or have been finally adjudicated.

### VIII. Retention of Title

All goods delivered remain our property until fulfillment of all claims. Processing and transformation of the retained goods is carried out for us as manufacturer without obligation for us.

### IX. Notice of Defects and Warranty

Notices of defects must be received by us without delay after receipt of the goods. In the case of a justified, immediate notice of defects, we will take back the defective goods and deliver goods free of defects.

## X. Liability and Limitation

Our liability is governed exclusively by these Terms and Conditions. All claims not expressly granted herein are excluded unless based on gross negligence.

## XI. Place of Jurisdiction and Applicable Law

The place of jurisdiction is Waldshut-Tiengen, Germany. The law of the Federal Republic of Germany applies.

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