

General Terms and Conditions of Sale



General Terms and Conditions of Sale, Delivery and Payment

1 Scope of Application

Beco's General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively to agreements such as those regarding delivery and other services including consulting services and information services. No other terms and conditions shall become part of the contents of an agreement even if Beco does not expressly object to such terms and conditions.

2 Conclusion of Agreement

Any orders sent to Beco, modifications of and supplements to agreements as well as collateral agreements must be made in writing. Orders placed by phone or otherwise shall be considered to have been accepted when the goods have been sent or handed over and the invoice has been issued.

3 Prices; Price Lists

3.1 Our prices are subject to change and are valid ex works inclusively standard packing. Prices shall not include value-added tax and the statutorily applicable amount shall be billed separately.

3.2 Orders worth less than a net value of 50,- € shall be billed at a minimum value of 50,- €.

3.3 In the event the agreed-upon delivery period is longer than 8 weeks from the conclusion of the Agreement, Beco shall be entitled to charge the prices in accordance with its price list valid on the delivery date if substantial changes on the raw material market, with the exchange rate, with regard to freight and customs within such period have occurred.

4 Payment

4.1 Beco's invoices shall be payable within 14 days after the invoice date with a 2% discount.

4.2 In the event the Customer misses the payment date specified in the invoice, Beco shall be entitled to charge default interest at a rate of 5% above the respective base rate of the European Central Bank without sending a reminder.

4.3 The Customer may only set off counterclaims recognized by Beco or by a non-appealable decision. This shall also apply to a retention right resulting from such counterclaims if such claims are not based on the same contractual relationship.

5 Delivery

5.1 Beco shall be obligated to deliver subject to the condition that it itself has been properly supplied in full, unless it is responsible for the non-delivery or delay.

5.2 With regard to Beco's standard delivery program, excess or reduced deliveries up to 10% shall be permissible and with shall be accounted for in the invoice.

5.3 Beco hereby reserves the right to standard variations in the dimensions specified for its delivery items unless it has expressly warranted compliance with the dimensions.

5.4 Beco shall be entitled to make reasonable partial deliveries.

5.5 In the event the dispatch of the ordered delivery items is delayed for reasons for which the Customer is responsible, the risk shall be transferred to the Customer upon the receipt of the notice that the goods are ready to be dispatched.



General Terms and Conditions of Sale



5.6 The carrier commissioned by Beco shall guarantee the reliable dispatch of the ordered goods. The Parties hereby agree that in the event of a dispute, the Customer shall be responsible for proving that a delivery was not received.

6 Delivery Period

6.1 Agreed delivery periods shall be adequately extended in the event of unforeseen circumstances lying beyond Beco's sphere of influence such as strikes, lockouts, disruptions in operations and delays in the delivery of supply material regardless of whether such hindrances occur on Beco's side or on the side of Beco's own suppliers. Beco shall not be responsible for such circumstances even if Beco is already in default. In the event such circumstances arise, both Parties shall be entitled to rescind the agreement.

7 Retention of Title

7.1 The items delivered by Beco shall remain in Beco's ownership until all of Beco's current claims against the Customer and any future claims related to the delivered items have been fulfilled.

7.2 The Customer shall be entitled to sell the delivery items (reserved goods) to which Beco holds title in the normal course of business. The Customer hereby assigns all accounts receivable from such sale to Beco in advance irrespective of whether such reserved goods are sold before or after they have been processed or whether they are connected to real estate or movable assets. In the event the reserved goods are sold after being processed or together with other goods which do not belong to Beco or in the event such goods are connected to real estate or movable assets, the Customer's accounts receivable from its buyer shall be considered to have been assigned in the amount of the delivery price agreed upon by the Customer and Beco for the reserved goods.

7.3 The Customer shall also be entitled to collect such accounts receivable after their assignment. Beco's authorization to collect the accounts receivable itself shall remain unaffected thereby, though Beco hereby agrees not to do so as long as the Customer duly fulfills its payment obligations. In the event the Customer asserts its authorization to collect its accounts receivable, Beco shall be entitled to the proceeds collected in the amount of the delivery price agreed upon by the Customer and Beco for the reserved goods.

7.4 The reserved goods shall be processed or reconstructed for Beco as manufacturer pursuant to § 950 of the Civil Code without Beco being subject to obligations. In the event the reserved goods are processed with other items, Beco shall in accordance with the terms and conditions of delivery and payment acquire joint title to the new goods in the proportion of the market value of Beco's goods to the value of the other processed items at the time the goods were processed. The Customer shall safeguard the new goods for Beco with the customary due care free of charge.



General Terms and Conditions of Sale



7.5 Beco hereby agrees to release the securities to which it is entitled upon request in the event that their realizable value exceeds the value of the claims secured by more than 20%.

7.6 In the event Beco accepts bills of exchange as a method of payment, Beco's retention of title shall continue to exist until it has been determined that recourse can no longer be taken against Beco using such bills of exchange.

8 Complaints

Notice of any obvious defects must be given in writing and in detail within 10 days after the goods have been received.

9 Warranty

In the event that a notice of defects is justified, Beco shall choose to either improve the goods or replace them. In the event that the making of improvements or delivery of replacements fails, the Customer shall be entitled to demand the rescission of the agreement or a reduction of the price. Returns may only be made via transport companies approved by Beco. Beco cannot accept the costs of other transport companies.

10 Exclusion of Damage Compensation Claims

10.1 Any claims not expressly guaranteed in these Terms and Conditions - in particular damage compensation claims even due to default, impossibility, breach of Beco's duty to deliver a replacement or make an improvement, breach of ancillary contractual duties, positive breach of contract, culpa in contrahendo, tortious breach of contract or any other intentional or gross negligent behavior which is attributable to one of Beco's legal representatives or vicarious agents - shall be excluded. Any type of consequential damage shall be excluded.

10.2 Damage compensation claims related to warranty claims shall also be excluded. This exclusion shall not apply if the item delivered lacks a characteristic which was warranted by Beco.

10.3 The above-mentioned limitations shall not apply to claims under the Product Liability Act.

11 Place of Performance; Jurisdiction; Applicable Law

11.1 The place of performance shall be Spaichingen.

11.2 The place of jurisdiction for all disputes under this Agreement shall be Spaichingen, provided the Customer is a merchant entered into the Commercial Register, a legal person or a special fund under public law; Beco may also elect for the place of jurisdiction to be the registered office of the Customer.

11.3 German law shall apply except for the UN Sales Convention.

