

General Terms and Conditions of Brugger GmbH

1. offers

Our offers are non-binding until the contract is concluded. We reserve title and copyright to cost estimates, drawings and other

We reserve the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. With regard to patent, design and trade mark protection, acceptance and execution of orders shall be at the risk of the customer. The latter also assumes

liability that the rights of third parties are not infringed by the use of drawings, samples etc. sent in.

2. contracts

All contracts concluded with us, even if they are concluded verbally by representatives of our company, generally require our written confirmation in order to be legally effective. Our General Terms and Conditions shall also apply to all future contracts. Even if individual provisions are invalid, the remaining content shall remain binding. Deviating agreements and supplements shall only be effective if they have been confirmed by us in writing. Any order conditions of the customer are not binding for us, even if we do not expressly object to them.

3. delivery time

Deliveries before expiry of the delivery period and part deliveries are permissible. All events which make delivery significantly more difficult or impossible for us shall entitle us either to postpone delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract due to the part not yet fulfilled. If the delivery time is exceeded by one month, we shall declare to the customer at his request within 2 weeks whether we will withdraw from the contract or deliver within a reasonable period of grace. After expiry of the period of explanation or grace period, the customer is entitled to withdraw from the contract. Further claims due to delayed delivery are excluded.

4. prices / dispatch

Our prices are ex works in Euro including standard packaging. Unless otherwise agreed, the route and means of despatch shall be at the discretion of the Seller. The weight determined by us shall be decisive for the calculation of the freight costs.

- For orders within Germany under 300 EUR the shipping costs are 9.50 EUR.
- For orders within Germany over 300 EUR we deliver free of charge.
- For orders from abroad under 500 EUR the shipping costs are 15.00 EUR.
- For orders from abroad from 500 EUR we deliver free of charge.

5. payment

Unless otherwise agreed, our invoices are payable 10 days after the invoice date with a 2% discount or 30 days net without deduction. If the customer's financial situation deteriorates after conclusion of the contract, our claim shall become due immediately, even in the event of a deferral. It is also agreed that our claims against the customer can be offset against the customer's claims against us. In this case, we are also entitled to withdraw from the order or to demand compensation for non-fulfilment.

non-fulfilment. In the event of overdue payments, we shall be entitled to charge interest on arrears at a rate of 5% above the base rate of the ECB.

6 Warranty

Complaints must be made to us in writing immediately, but at the latest within two weeks of receipt of the delivery. Complaints made later shall not be taken into account. We must be given the opportunity to verify the complaints on site. Rejected items are to be returned to us at our request.

returned to us at our request. Returns without our prior consent are not permitted.

In the event of proven material or manufacturing defects, we provide a warranty as follows:

Unusable items will either be taken back at the price charged or replaced by new items corresponding to the original order against return of the unsuitable items ex works free of charge. If the items can be repaired, we shall also be entitled to rectify the defect. All warranty claims shall expire in accordance with the statutory provisions. Any further warranty and claims of any kind are excluded.

7. exclusion of liability

In all cases of damage, claims for damages against us for any legal reason, in particular also for compensation for damage not caused to the delivery item itself, are excluded, insofar as legally permissible. The customer is obliged to impose this exclusion of liability on his customers with every sale of our products. to impose this exclusion of liability. In the event of non-fulfilment of this obligation, the customer shall compensate us for any damage incurred as a result.

8. reservation of title

The goods delivered by us shall remain our property until the purchase price has been paid in full and until all other claims arising from the business relationship, including future claims, have been paid. The acceptance of a bill of exchange or cheque shall not be deemed as payment as long as it has not been honoured. The customer may not pledge the reserved goods to third parties or assign them as security. The customer must provide us with the documents required to assert our rights at his own expense in the event of seizure and all other impairments of our rights by third parties. The processing of the reserved goods by the purchaser shall be carried out for us to the exclusion of the acquisition of ownership in accordance with § 950 BGB (German Civil Code), without any liabilities arising for us as a result. If the reserved goods are processed, combined or mixed with items not belonging to us, we shall acquire co-ownership of the intermediate and end products in the ratio of the purchase value of our goods to the value of the overall products.

The new products shall be stored for us in this respect. The customer is entitled to sell the goods subject to retention of title and the products manufactured from them in the ordinary course of business

The customer shall be entitled to sell the goods subject to retention of title and the products manufactured therefrom in the ordinary course of business if he in turn retains title to the goods sold under conditions corresponding to our retention of title. The customer hereby assigns to us the claim from the resale against his customers with all ancillary rights to secure our claims. If the goods subject to retention of title are sold after processing or combination or together with the goods of other suppliers, the fraction of the claims against the customer corresponding to the purchase value of our goods used for the delivery at the sales price shall be assigned to us. The customer is authorised to collect the assigned claims as long as he meets his payment obligations to us. Upon request, the customer must inform us of his customers and hand over the documents required to assert our rights. In the event of default of payment and suspension of payment, we shall be entitled to collect the assigned claims ourselves and to have the customer's business documents inspected by a third party who is obliged to maintain professional secrecy in order to establish the claims. If the securities to which we are entitled here exceed

exceed our claims by more than 20 %, we shall, at the request of the customer, release securities in the amount of the excess at our discretion.

9. tooling costs

Unless otherwise agreed, tool costs shall be charged on a pro rata basis, without this giving rise to any claims to the tool.

10. place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction for deliveries and payments as well as for all disputes arising between the parties is the registered office of the seller. In addition, we are also entitled to sue at the customer's registered office.