



Gebr. Heinemann
Gegründet 1879

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Legal form: Limited Partnership
Headquartered in: Hamburg, Germany
Registered in: Germany at Hamburg
district court, HRA no. 15017
VAT number: DE118908680
General partner:
Gebr. Heinemann Verwaltungs SE
Legal form: Societas Europaea
Headquartered in: Hamburg, Germany
Registered in: Germany at Hamburg
district court, HRB no. 121139
Managing directors:
Stephan Ernst, Peter Irion,
Kay Spanger, Raoul Spanger
Board of directors: Claus Heinemann,
Gunnar Heinemann

General Sales Conditions

Gebr. Heinemann SE & Co. KG

1. Applicability

- 1.1 These General Sales Conditions (GSC) apply to all our business relationships with our customers (the „Buyer“).
- 1.2 In wholesale business, we assume that the buyer is authorized to trade with duty unpaid/paid and untaxed goods.
- 1.3 Any delivery of goods and services by us shall be subject to the terms and conditions set forth herein. Standard terms and conditions of the buyer shall only apply if we agree to this in writing.

2. Contract

- 2.1 Our offers are non-binding.
- 2.2 Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing.

3. Delivery, Transfer of Risk, Place of Performance

- 3.1 Delivery times or periods in offers, specifications or order confirmations are non-binding estimates, unless otherwise expressly agreed in writing.
- 3.2 At the request and expense of the buyer the goods may be shipped (Versendungskauf). Unless otherwise agreed, we have the right to determine the mode of carriage and its performance (in particular choice of carrier, route, packaging).
- 3.3 The risk in the goods shall pass to the buyer as soon as the goods have been delivered to the buyer or, in case of shipment, to the carrier or the person performing the carriage.
- 3.4 Place of performance is Hamburg, Germany.

4. Prices and Payment

- 4.1 Unless otherwise specifically agreed, our prices are net prices applicable as at the day of contract.
- 4.2 The buyer pays for the cost of carriage ex stock and if requested by the buyer the cost of insurance if the goods are shipped at the request of the buyer (3.2). The buyer pays also any duties, fees, taxes and other public charge. We will not take back transport- and other packing material; the buyer acquires the property thereof, with the exclusion of pallets.
- 4.3 The purchase price is due and payable within 14 days of the date of the invoice.
- 4.4 The buyer is only entitled to set-off or to exercise any rights of lien or retention to the extent its claim is undisputed or has been finally adjudicated upon by the courts.

5. Retention of title

- 5.1 Until full payment of all our present and future claims under the purchase agreement and the ongoing business (secured claims), we retain the title to the sold goods.
- 5.2 The buyer is not allowed to pledge or to transfer the ownership of the goods as security to a third party until full payment is made. The buyer must inform us in writing immediately if and when third parties exercise rights over the goods.
- 5.3 The buyer is entitled to sell or process the goods under retention of title in the ordinary course of business.
 - (a) The retention of title covers the products resulting from the processing, mixing or connecting of our goods up to the resulting products' full value, and we shall be deemed to be the manufacturers.
 - (b) The buyer hereby assigns to us by way of security all claims resulting from the resale of the goods against third parties. We hereby accept the assignment.



(c) We and the buyer are authorized to collect any debts. We undertake not to collect debts as long as the buyer fulfills his payment obligations to us, does not default, there is no application for insolvency proceedings against the buyer and there is no other defect in his performance. Otherwise, we may require that the buyer discloses the details of the assigned claims and their debtors, provides all necessary information for the debt collection, hands over all related documents and notifies the debtors (third parties) of the assignment.

(d) If the value of the security exceeds the value of our claims by more than 20%, we shall release the excess security of our choice at the request of the buyer.

6. Rights of the buyer due to defects

- 6.1 In case of defects (including misdelivery and short delivery as well as improper installation or poor assembly instructions) the buyer has the rights given to it by statute unless otherwise provided hereinafter.
- 6.2 The buyer's claims arising from a defect require in the wholesale business that the buyer has fulfilled his legal duty to examine the goods and to give notice of defects (§§ 377, 381 HGB).
- 6.3 We are entitled to make remedial performance conditional upon the buyer paying the purchase price due. The buyer, however, is entitled to retain an appropriate portion of the purchase price.
- 6.4 The buyer's claims for damages or compensation for wasted expenses exist only in accordance with 7. and are otherwise excluded.

7. Limitation of Liability

- 7.1 Claims for damages are excluded regardless of which obligations were violated, including tortious claims, in so far as there is no wilful misconduct or gross negligence on our part.
- 7.2 In case of ordinary negligence, we are only liable for damages resulting from the breach of an essential contractual obligation. In this case our liability is limited to the replacement of the foreseeable, typically occurring damage. This limitation does not apply to claims for death, personal injury or damage to health.
- 7.3 The limitations of liability and exclusions in paragraphs 1 and 2 shall not apply to claims resulting from malicious behaviour, specifically guaranteed characteristics (garantierte Beschaffenheitsmerkmale) and to claims under German product liability law.
- 7.4 In as far as the liability is excluded or limited this applies also to our employees, servants, representatives and agents.

8. Time Bar

- 8.1 Claims of the buyer for defects (§ 437 BGB) shall become time barred one year after delivery.
- 8.2 The above time bar shall also apply to other claims of the buyer for damages, excluding claims for death, personal injury or damage to health.
- 8.3 The time bar periods contained in the German Product Liability Act (Produkthaftungsgesetz) remain unaffected in any case.

9. Privacy Policy

We mention in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz) that data about customers and business transactions for our own purposes are processed centrally within the company and by a data-center. This is in accordance with the German Federal Data Protection Act and the German Teleservices Act (Telemediengesetz). Detailed information can be found on our website < www.gebr-heinemann.de > under "Privacy Statement".

10. Governing law and jurisdiction

- 10.1 All legal relationships between us and the buyer shall be governed by the laws of the Federal Republic of Germany, excluding the references to private international law and the UN Convention on the International Sale of Goods (CISG).
- 10.2 If the buyer is a merchant the exclusive place of jurisdiction for all disputes arising between the parties is Hamburg, Germany.

11. Severability

- 11.1 If any provision of these General Sales Conditions or of any other agreement is or becomes invalid, the validity of all other provisions or agreements shall not be affected.
- 11.2 In case of conflict between the German and other language versions of these General Sales Conditions, the German version shall prevail.