

General Terms and Conditions of Sale and Delivery



I. General

1. These terms and conditions of sale and delivery (hereinafter "T&Cs") shall apply exclusively to all our business relations with our customers. These T&Cs shall only apply if the customer is an entrepreneur within the meaning of Sect. 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. We do not accept the customer's own terms and conditions if different or contrary to our T&Cs. These T&Cs shall apply even if we execute delivery to the customer without reservation in the knowledge of the customer's terms and conditions that are different or contrary to our terms and conditions.
2. Individual agreements made with the customer in specific situations shall always take precedence over these T&Cs. The content of such agreements shall be governed by a contract in writing or text form.
3. All quotations issued by us are subject to change and non-binding. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form. A contractual relationship shall only come into force when it has been confirmed by us in writing or the goods are delivered. If an order addressed to us is sent by email and that email is confirmed as received, such confirmation shall not constitute confirmation of the order.
4. Legally relevant declarations and notifications by the customer with regard to the contract (e.g. the setting of deadlines, notification of defects, rescission or reduction) must be made in writing or text form (e.g. letter, email, fax). Legal form requirements and further supporting documents, in particular in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
5. We reserve the copyright to catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions and documents. If an order is not placed, the drawings and other documents enclosed with quotations and prepared by us shall be returned immediately upon request.

II. Prices

1. Unless agreed otherwise, our prices are quoted ex works/warehouse including standard packaging and in euros. Any customs duties, fees, taxes and other public charges shall be paid by the customer. Statutory value-added tax is not included in our prices; this will be shown separately on the invoice at the statutory rate on the day of invoicing.
2. The prices quoted in order confirmations apply solely to the dimensions and versions specified therein. We shall be entitled to charge appropriate higher prices for divergences from the original order, any changes in version or additional products/services ordered by the customer and implemented.

III. Payments

1. Payments shall be made in accordance with the agreed terms of payment. Payments shall be deemed to have been made, and the debt deemed to be discharged, on the date on which the sum is at our disposal and shall be set off against the oldest debt due. They shall be set off against costs, interest and the principal outstanding, in that order.
2. Invoices shall be payable within thirty (30) days of the invoice date, unless otherwise agreed.
3. If payments are in arrears, we shall be entitled to charge default interest at the statutory rate. The right to claim further damages is reserved.
4. The customer shall only be entitled to set off payments against counterclaims which have been legally established by a court of law, which are undisputed or which have been accepted by us at least in text form. Moreover, the customer may only withhold payments if the counterclaim is based on the same contractual relationship.

IV. Delivery / shipment

1. Our quoted time for delivery shall not start until the customer has correctly fulfilled its obligations in a timely manner. The right to plead non-performance of the contract is reserved.
2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the product/service), we shall inform the customer without delay and, at the same time, notify the customer of the expected new delivery deadline. If the product/service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already made by the customer.
3. Delivery is ex warehouse. If the goods are dispatched at the customer's request, the risk of accidental loss or deterioration of the goods shall pass to the customer upon dispatch to the customer by the stipulated delivery date and, at the latest, upon leaving the factory or warehouse. This shall apply irrespective of whether the goods are shipped from the place of performance and irrespective of who bears the shipping costs. If dispatch is delayed by actions or declarations by the customer, the risk shall pass to the customer as from the date on which the goods are

ready for shipment.

4. If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the loss thereby suffered, including any extra expense incurred. The right to assert other claims and rights is reserved.

V. Retention of title

1. We retain ownership of the goods until receipt of all payments arising from the business relationship with the customer.
2. In the event of breach of contract by the customer, particularly if payments are in arrears, we shall be entitled to rescind the contract and reclaim the goods after setting an appropriate period of grace. After taking back the purchased goods, we shall be entitled to dispose of the goods, and the proceeds from such disposal shall be offset against our claims against the customer.
3. In the event of seizures or other interventions by third parties, the customer shall notify us immediately in writing or in text form. If, after conclusion of the contract, it becomes apparent (e.g. due to the customer filing for insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – after setting a deadline where applicable – to withdraw from the contract (Sect. 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the legal regulations on the expediability of setting a deadline shall remain unaffected.
4. The customer is entitled to resell the goods in the ordinary course of business; however, the customer herewith assigns its future claims (including value-added tax at the rate in force) arising from resale against third parties to us in the amount of the invoice value of the goods. The customer shall remain entitled to collect the claims, but if the customer fails to meet its payment obligations, falls into arrears of payment or if an application for commencement of composition or insolvency proceedings is made, the customer shall provide us with the name of its customer(s) and the third party/parties and the invoice details of the goods sold.
5. Processing or conversion of the goods by the customer shall always be undertaken on our behalf. If the goods are processed or mixed with other objects, we shall acquire joint ownership of the new thing in proportion of the value of the goods to the other processed or mixed objects at the time of processing.
6. The customer shall also assign to us as security for the claims against them the claims arising against a third party from combination of the goods with a property. We accept this assignment.

VI. Warranty/claims for defects

1. Unless otherwise stipulated below, the statutory provisions shall apply in respect of the customer's rights with regard to material defects and defects of title (including incorrect and incomplete delivery, incorrect assembly/installation/provision and erroneous instructions). In all cases, the special statutory provisions on the reimbursement of expenses upon final delivery of the newly manufactured goods to a consumer (recourse against suppliers pursuant to Sect. 478, 445a, 445b, 445c, 327 [5] and 327u BGB) remain unprejudiced insofar as no equivalent settlement has been agreed upon.
2. Any warranty and recourse rights of the customer are contingent upon the customer having properly fulfilled the obligations incumbent upon them pursuant to Section 377 of the German Commercial Code (HGB) to inspect the goods and notify any defects.
3. The usual minor technical deviations in design or workmanship (e.g. quality, colour, size) of the goods shall not constitute a defect, insofar as they do not significantly impair either the functionality or the value of the goods and shall not confer any warranty rights.
4. In respect of goods with digital elements or other digital content, we are only obligated to provide and, where applicable, update such digital content if we are explicitly required to do so in a quality agreement pursuant to Paragraph 2, and then for no more than 5 years. We accept no liability for public statements made by the manufacturer or other third parties.
5. If, at the time of passing of risk, the goods are defective, we may choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. The customer shall be entitled to retain an appropriate portion of the purchase price in relation to the defect.
6. In the event of subsequent performance, we shall bear all expenses necessary for the purpose of remedying the defect in accordance with the statutory provisions, unless such expenses are increased by the fact that the goods have been taken to a place other than the place of performance.
7. The customer shall grant us the time and opportunity required to carry out the subsequent performance owed, in particular by handing over the disputed goods for inspection purposes. This is without prejudice to our rights to refuse subsequent

performance under statutory conditions.

8. The warranty shall not include such defects or damage attributable to incorrect handling, use or installation of the goods by the customer or other third parties. In addition, warranty claims shall be excluded in the case of goods on which work has been undertaken by third parties without our consent.
9. Liability cannot be accepted for any damage or losses due to the build-up of scale or chemical or electrochemical action, or to the use of supplementary, replacement or accessory parts and fittings which have not been specially adapted to our goods; this also applies to damage or losses due to non-compliance with the installation and operating instructions.
10. If the customer has received goods and satisfies warranty claims, based on its own customer's warranty right, arising from a defect in the goods that was present at the time of passing of risk, the customer shall be entitled to demand compensation only for the foreseeable expenses typically necessary for that purpose.
11. The statutory warranty periods shall otherwise apply. A period of limitation of one (1) year shall apply in the case of commercial, craft and industrial enterprises or activities of a similar or comparable nature (e.g. self-employed or freelance work).
12. Claims of the customer for compensation or reimbursement of futile expenses shall, even in the event of defects, only be valid pursuant to Sect. VII and are otherwise excluded.

VII. Other liability

1. Unless otherwise stipulated in these T&Cs, including the following provisions, we shall be liable pursuant to the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. We shall be liable to pay compensation, under liability for fault, in the event of wrongful intent and gross negligence. In the event of minor negligence, we shall only be liable, subject to statutory provisions,
 - for damage or losses arising from loss of life, physical injury or damage to health,
 - for damage arising from the breach of a material contractual obligation; in this instance, however, our liability is limited to compensation for the foreseeable losses that typically occur.
3. The liability limitation arising from Paragraph 2 does not apply if a defect has been fraudulently concealed, if a warranty for the quality of the goods has been accepted and in respect of customer claims pursuant to the German Product Liability Act.
4. The customer may only rescind or terminate the contract due to a breach of contract not constituting a defect if we are responsible for the breach of contract. An unrestricted right of termination on the part of the customer (e.g. pursuant to Sect. 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

VIII. Taking back and disposal

1. Customers may dispose of goods produced by us that come under the German Act on the Marketing, Taking Back and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG) by taking them to a municipal collection point. This is a free service.
2. Customers reselling our goods for payment or without payment to external third parties carrying on a commercial, craft or industrial enterprise or other similar or comparable activities shall give us an undertaking that they will meet the cost of correct disposal in accordance with the aforementioned Act.
3. Our claims for the meeting of costs and any consequential claims shall become due as soon as we are notified by the customer or a third party (e.g. authority) of the disposal costs actually incurred.

IX. Jurisdiction/applicable law/VSBG/GDPR

1. Unless otherwise agreed, the place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be our headquarters (Lüneburg).
2. The laws of the Federal Republic of Germany shall apply at all times. The UN Convention on the International Sale of Goods (CISG) is herewith explicitly excluded.
3. We are unwilling and under no obligation to participate in any dispute resolution procedure before a consumer conciliation board.
4. CLAGE and third parties acting on behalf of CLAGE are entitled to collect, use, transfer, store and otherwise process customer information that may be assigned to specific individuals ('personal data') for the purposes of the performance of contractually agreed services, quality and risk management and/or invoicing. We process personal data solely in accordance with applicable law, particularly in compliance with the GDPR and the Federal Data Protection Act, and refer to our privacy statement in accordance with Sect. 13 of the GDPR.
5. If any of the provisions are or become invalid, whether in whole or in part, this shall not affect the validity of the remaining T&Cs.

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