

BATTERIEN-MONTAGE-ZENTRUM GMBH

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Terms of sale and delivery

I. General provisions

Our deliveries and other services are provided exclusively on the following terms and conditions.

General terms and conditions of the buyer are only valid insofar as BMZ has expressly agreed to them in writing.

II. Conclusion of contract, written form

The mutually agreed written declarations are decisive for the scope of the deliveries. This applies to all essential parts of the contract. Oral declarations require written confirmation by an employee of BMZ authorised to represent the company in order to be effective.

III. Prices, terms of payment and offsetting

1. Prices are ex works excluding packaging plus the statutory value added tax applicable at the time.
2. If unforeseen price increases occur at BMZ after the conclusion of the contract, and BMZ is not responsible for them, BMZ is entitled to pass on this price increase to the buyer at its reasonable discretion. The price increase must be proven by BMZ.
3. Payments are to be made free paying agent of the supplier.
4. The buyer can only offset against such claims that are undisputed or have been legally established or which are counterclaims from the same contractual relationship. The same applies to the assertion of a right of retention or a right to reduce the purchase price. The purchaser reserves the right to reclaim payments made.

IV. Retention of title, consequence of default in payment

1. The objects of the deliveries (reserved goods) remain the property of BMZ until the fulfilment of all our claims against the buyer from the business relationship. The cover limit is 110% of the secured claims. If this is exceeded, there is a release claim.
2. The buyer is entitled to resell the reserved goods in the normal course of business. The demands of the buyer from the resale of the reserved goods are already now assigned by the buyer to BMZ in the amount of the final invoice amount agreed with BMZ (including value-added tax). This assignment applies regardless of whether the purchased goods have been resold without or after processing. In the case of processing, the parties agree that in the case of processing of the goods, a co-ownership right of BMZ arises in the newly created goods in the amount of our claim. The buyer remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, BMZ will not collect the claim as long as the buyer fulfils his payment obligations from the collected proceeds, is not in default of payment, and in particular, no application for the opening of insolvency proceedings has been filed, or cessation of payments exists.
3. In the case of seizures, confiscations, or other disposals or interventions by third parties, the buyer must inform BMZ immediately.
4. In the case of breaches of duty by the buyer, in particular in the case of default of payment, BMZ is entitled to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set for the buyer for performance, in addition to the taking back of the goods; the legal provisions regarding the dispensability of setting a deadline remain unaffected. The buyer is obligated to surrender the goods. The taking back or the assertion of the reservation of ownership or the seizure of the reserved goods by BMZ does not constitute a withdrawal from the contract, unless we expressly declare this.

V. Deliveries; force majeure

1. The observance of delivery periods shall be subject to the timely receipt of all documents to be supplied by the Purchaser, necessary permits and releases, in particular of plans, and the observance of the agreed terms of payment and other obligations by the Purchaser. If these conditions are not met in time, the time limits shall be extended accordingly. Delivery dates and delivery periods are only binding if they have been designated as such in the contract.
2. If non-observance of the periods is due to force majeure, e.g. epidemics, official measures, mobilization, war, riot, strike, lockout or similar events, the periods shall be extended accordingly. The same

applies in the case of untimely or improper delivery to BMZ for delivery items that BMZ does not manufacture itself.

3. The buyer is obligated to declare within an appropriate period of time, upon request of BMZ, whether he withdraws from the contract due to the delay in delivery or insists on the delivery. If dispatch or delivery is delayed at the request of the buyer by more than one month after notification of the readiness for dispatch, the buyer can be charged storage fees in the amount of 0.5% of the price of the objects of the deliveries for each additional month or part thereof, but no more than a total of 5%. The contracting parties are at liberty to prove higher or lower storage costs.
4. Partial deliveries shall be permitted, provided they are reasonable for the Purchaser.

VI. Place of performance, transfer of risk, insurance

1. The place of performance and fulfilment for the delivery of the goods is the supplier's production plant specified in the order. The Incoterms 2020 shall apply.
2. The risk shall pass to the customer even in the case of carriage paid delivery: as soon as the goods have been brought to dispatch or collected.
3. At the request and expense of the buyer, deliveries from BMZ are insured against the usual transport risks.

VII. Receipt

The customer may not refuse to accept deliveries due to minor defects.

VIII. Material defects

We are liable for material defects as follows:

1. Notices of defects must be made immediately in written form.
2. The customer must inspect the goods upon receipt in accordance with the requirements of § 377 HGB (German Commercial Code) and notify us of defects without delay. The period for giving notice of obvious defects is 8 days, for hidden defects 14 days from receipt of the goods by the customer.
3. All those parts or services which show a material defect are to be repaired, newly delivered or newly provided free of charge at the discretion of BMZ, provided that the cause of the defect already existed at the time of the transfer of risk. BMZ is entitled to a right of inspection for every notification of material defects. For this purpose, the buyer is also obligated to return the affected object to BMZ. To return replaced products to BMZ upon request.
4. The regulations of §§ 478, 479 BGB are only applicable if the buyer has sold the goods to an end user unassembled.
5. If goods were sold to an end user, BMZ is directly liable to the end user for material defects. The buyer is obligated to forward any notices of defects to BMZ directly in writing for processing. If the buyer does not forward the notice of defects to BMZ, the liability for material defects of BMZ is excluded in accordance with § 478 BGB. Agreements, which the buyer has concluded with the end user beyond the legal warranty regulations, do not bind BMZ. Notifications of defects by the buyer must be made immediately in written form.
6. If the notification of defects is unjustified, BMZ is entitled to demand a lump sum of € 75,-- for complaints. The buyer can prove that BMZ has not incurred damages in this amount. BMZ reserves the right to assert a concretely incurred damage.
7. Claims for defects do not exist in the case of only insignificant deviation from the agreed upon quality, in the case of only insignificant impairment of the usability, in the case of natural wear and tear or damages that occur after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, as well as in the case of non-reproducible software errors. If improper modifications are made by the customer or third parties, no claims based on defects shall exist for these and the resulting consequences.
8. Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the object of the delivery has subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to its intended use.

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VIII. Industrial property rights and copyrights; defects of title

1. BMZ reserves the unlimited property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "documents"). The documents may only be made accessible to third parties with prior consent and must be returned to BMZ immediately upon request if the order is not given to BMZ. Sentences 1 and 2 apply accordingly to the buyer's documents; however, these may be made accessible to those third parties to whom BMZ has permissibly transferred deliveries.
2. Unless otherwise agreed, BMZ is obligated to provide the delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights) only in the country of the place of delivery. Insofar as a third party asserts justified claims against the buyer due to the violation of industrial property rights by BMZ, BMZ is liable to the buyer within the time period specified in Art. VII No. 3 as follows:
 - a) BMZ will, at its own discretion and at its own expense, either obtain a right of use for the deliveries concerned, modify them so that the property right is not infringed, or exchange them.
 - b) The obligation of BMZ to pay damages is based on Art. X.
3. The above mentioned obligations of BMZ only exist insofar as the buyer informs us immediately in writing about the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations are reserved for us. If the buyer ceases to use the delivery for reasons of damage reduction or other important reasons, he is obliged to point out to the third party that the cessation of use is not associated with an acknowledgement of an infringement of property rights.
4. Claims of the Purchaser shall be excluded if he is responsible for the infringement of the Property Rights.
5. Claims of the buyer are further excluded, as far as the violation of the property right is caused by special specifications of the buyer, by a BMZ unforeseeable application or by the fact that the delivery is changed by the buyer or is used together with products not delivered by BMZ.
6. In the case of property right violations, the provisions of Art. 1 a) apply to the claims of the buyer regulated in No. 1 a). II. No. 3 and VII No. 5 apply accordingly. BMZ is to be granted a right to rectification.
7. In the event of other defects of title, the provisions of Art. VIII apply accordingly.
8. Any further liability shall be governed by Art. XI.

IX. Impossibility; contract adjustment

If unforeseeable events within the meaning of Art. IV No. 2 considerably change the economic significance or the content of the delivery or have a considerable effect on the operation of BMZ, the contract will be adapted appropriately in good faith. If this is not economically justifiable, BMZ has the right to withdraw from the contract. If BMZ wants to make use of this right of withdrawal, then BMZ must inform the buyer immediately after recognition of the consequences of the event, even if an extension of the delivery time was initially agreed upon with the buyer.

X. Liability

1. BMZ is only liable in accordance with the following provisions:
 - a) Unlimited according to the legal regulations for damages to life, body and health,
 - which are based on a negligent or intentional breach of duty by the supplier,
 - as well as for damages covered by liability under the Product Liability Act;
 - as well as for damages caused by intentional or grossly negligent breach of contract;
 - and malice
 - b) BMZ is also liable for damages caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, the observance of which is of particular importance for the achievement of the purpose of the contract. The same applies if the buyer is entitled to claims for damages instead of performance. However, BMZ is only liable if the damages are typically associated with the contract and are foreseeable.
 - c) Claims for damages, which are based on an intentional or negligent violation of essential contractual obligations, are limited to the contract-typical, foreseeable damage.
 - d) The above liability regulations also apply with regard to the liability of the supplier for his vicarious agents and legal representatives.

2. Claims for damages beyond this are excluded.

XII. Limitation of actions

1. All claims of the customer - for whatever legal reasons - are subject to a limitation period of 12 months, unless otherwise provided for in paragraph 2. The limitation period begins with the receipt of the goods by the purchaser.
2. The statutory periods shall apply in the case of wilful or fraudulent conduct, in the case of culpable injury to life, body and health and in the case of claims under the Product Liability Act. As far as in the context of the removal of defects by BMZ, rights of the buyer due to material defects arise anew, all claims become time-barred at the latest 24 months after delivery of the original goods.

XIII. Place of jurisdiction and applicable law

1. The sole place of jurisdiction, if the customer is a merchant, is the Regional Court of Frankfurt.
2. The legal relations in connection with this contract shall be governed by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XVI. Written form, severability clause

1. amendments or additions to this contract must be made in writing. If they do not meet this requirement, they shall be null and void. This also applies to changes to this written form clause.
2. Should individual parts of these conditions be or become invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by provisions which, in our reasonable discretion, come as close as possible to the economic intent.

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