

BMZ BATTERIEN-MONTAGE-ZENTRUM GMBH

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Terms of sale and delivery

I. General provisions

Our deliveries and other services are subject to the following conditions.

General terms and conditions of the Customer shall only apply to the extent that BMZ has expressly agreed to them in writing.

II. Conclusion of contract, written form

The scope of deliveries shall be determined by mutually agreed written declarations. This applies to all essential parts of the contract.

III. Prices, terms of payment and offsetting

1. Prices are ex works, excluding packaging plus applicable VAT.
2. Payment shall be effected free of charge to the Supplier's accounts office.
3. The Customer can only offset such claims that are undisputed or legally binding. The same applies to the assertion of a right of retention or a reduction right. The Customer reserves the right to reclaim payments made.

IV. Retention of title, consequence of late payment

1. The objects of deliveries (reserved goods) remain the property of the Supplier until the fulfilment of all demands of the Customer, arising from the business relationship. The coverage limit is 110% of the secured claims. If this is exceeded, there is a release claim.
2. The Customer is entitled to resell the reserved goods in the normal course of business. The Customer hereby transfers to us the receivables from the resale of the reserved goods to the amount agreed with us in the final invoice (including value added tax). This assignment applies regardless of whether the purchased item was resold without or after processing. The parties agree that, when the goods are processed, a co-ownership right of the Supplier to the amount of their claim arises for the new goods. The Customer remains authorised to collect the receivables, even after the act of transfer. Our authority to collect the receivables ourselves remains unaffected. However, we will not collect the receivables as long as the Customer meets their payment obligations from the proceeds received, is not in default of payment and, in particular, no petition for the opening of insolvency proceedings or cessation of payments exists.
3. In the event of seizure, confiscation or other dispositions or interventions by third parties, the Customer must notify the Supplier immediately.
4. In the event of breaches of duty by the Customer, in particular in the event of default in payment, the Supplier is entitled to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set for the Customer in addition to the return; the statutory provisions on the dispensability of a deadline remain unaffected. The Customer is obliged to surrender the goods. Taking back the goods and claiming retention of title, or the seizure of the reserved goods by the Supplier does not constitute a withdrawal from the contract, unless the Supplier has expressly stated this.

V. Deliveries; Delays

1. The observance of delivery deadlines presupposes the timely receipt of all documents to be supplied by the Customer, necessary authorisations and release, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the Customer. If these conditions are not fulfilled in time, the deadlines will be extended accordingly.
2. Failure to meet deadlines for reasons of force majeure, eg. mobilisation, war, riots, or similar events, e.g. strike, lockout, the deadlines will be extended as appropriate. The same applies in the event of late delivery or proper delivery to the Supplier.
3. At the request of the Supplier, the Customer is obliged to declare within a reasonable period of time whether they intend to withdraw

from the contract, due to the delay in delivery, or that the delivery will go ahead.

The Customer may charge storage fees amounting to 0.5% of the price of the goods for each additional month started, up to a maximum of 5%, if shipping or delivery is delayed by more than one month after notification of readiness for dispatch. The contracting parties have the right to provide evidence of higher or lower storage costs.

4. Partial deliveries are permissible insofar as they are reasonable to the Customer.

VI. Transfer of Risk

The risk also passes to the Customer in the event of carriage paid delivery, as soon as the goods have been brought or picked up for shipping.

At the request and expense of the Customer, deliveries are insured by the Supplier against the usual transport risks.

VII. Receipt

The Customer may not refuse to accept deliveries because of insignificant defects.

VIII. Material defects

For material defects, the Supplier is liable as follows:

1. Notices of defects must be made immediately in writing.
2. The Customer has to inspect the goods on receipt, in accordance with the requirements of § 377 HGB and must report defects without delay. The notice period for open defects is 8 days, for hidden defects 14 days from receipt of the goods at the Customer's premises.
3. All parts or services where a Defect becomes apparent within the limitation period shall, at the discretion of the Supplier, be repaired or replaced, free of charge, provided that their cause already existed at the time of transfer of risk.
4. The regulations of §§ 478, 479 BGB apply only if the Customer has sold the goods unassembled to an end consumer.
5. In the event that goods have been sold to an end user, the Supplier is directly liable to the end user (bypassing the Customer) for material defects. The Customer undertakes to forward any complaints to the Supplier immediately in writing for processing. If the Customer does not forward the notice of defects to the Supplier, the Supplier's warranty towards the Customer under § 478 BGB shall not apply. Agreements that the Customer has made with the end user, beyond the statutory warranty provisions, shall not bind the Supplier. Complaints made by the Customer must be made immediately in writing.
6. If the notice of defect was unjust, the Supplier is entitled to charge a standard fee of €75. The Customer can prove that the Supplier has not suffered a loss to this amount. The assertion of specific damages remains reserved to the Supplier.
7. No claims for defects can be made for slight variations from the agreed quality, slight impairment of usability or natural wear and tear occurring after the transfer of risk, due to improper or negligent handling, excessive use, unsuitable equipment, nor can claims be made for non-reproducible software errors. Should changes be made by the Customer or by third parties in an improper manner, there can be no claims made for defects regarding these and the resulting consequences.
8. Claims made by the Customer for the expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as an expenses increase, since the object of the delivery has subsequently been transferred to a location other than the Customer's premises, unless the shipment complies with its intended use.

IX. Industrial property rights and copyrights; Defective title

1. The Supplier reserves all rights of ownership and copyright in respect of cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with the prior consent of the Supplier and, if the order is not placed with the Supplier, they must be returned to the Supplier immediately upon request. Clauses 1 and 2 apply accordingly to the Customer's Documents; however, these may be made available to third parties to whom the Supplier has legitimately transferred deliveries.

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2. Unless otherwise agreed, the Supplier is obliged 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. If a Third Party raises legitimate claims against the Customer due to the infringement of Property Rights by deliveries made by the Supplier and used in accordance with the contract, the Supplier is liable to the Customer within the period specified in Art. VII No. 3 as follows
 - a) At their own expense, the Supplier shall opt to either obtain the right of use for the deliveries in question, modify them so that the property right is not violated, or exchange them.
 - b) The Supplier's obligation to pay damages is governed by Art. X.
3. The aforementioned obligations of the Supplier exist only insofar as the Customer notifies the Supplier about the claims asserted by the Third Party in writing without delay; it shall be deemed to be non-infringement only and the Supplier shall reserve all rights to defensive measures and settlement negotiations. If the Customer suspends the use of the delivery for reasons of mitigation or other important reasons, they are obliged to inform the Third Party that the cessation of use does not constitute acknowledgment of an infringement of property rights.
4. Claims by the Customer are disqualified if they are responsible for the infringement of property rights.
5. Claims by the Customer are also disqualified if the violation of property rights is caused by special requirements requested by the Customer, by an application not foreseeable by the Supplier, or by the Customer changing the order or using it together with products not supplied by the Supplier.
6. In the event of property rights infringements, the provisions of Art. II. No. 3 and VII No. 5 apply mutatis mutandis to the claims of the customer stipulated in item 1 a). The Supplier is to be granted a right to rectification.
7. In the event of other defects of title, the provisions of Art. VIII shall apply accordingly.
8. Any further or other claims of a defect of title by the Customer against the Supplier and its vicarious agents that are regulated by Art. IX, are not permitted.

X. Impossibility; contract adjustment

Should unforeseen events, within the meaning of Art. IV No. 2, significantly change the economic meaning or content of the delivery or have a significant effect on the Supplier's business, the contract shall be adjusted appropriately in good faith. If this is not economically justifiable, the Supplier has the right to withdraw from the contract. If they wish to make use of this right of withdrawal, they must notify the Customer as soon as they realise the consequences of the event, even if an extension of the delivery time was initially agreed with the Customer.

XI. Liability

1. For whatever legal reason, the Supplier is only liable for the following damages:
 - malicious intent,
 - gross negligence on the part of the Supplier's executive bodies / employees,
 - culpable injury to life, limb and health,
 - defects which the Supplier has fraudulently concealed or if they have assumed a guarantee of quality,
 - personal injury or property damage according to the Product Liability Act.

In the event of culpable violation of essential contractual obligations (cardinal obligations, the fulfilment of which enables the proper execution of the contract in the first instance and whose compliance the contracting party regularly trusts and may rely on), the Supplier is also liable for the gross negligence of non-executive employees as well as for slight negligence. The claim for damages for slight negligence as well as gross negligence of non-executive employees is limited to contract-typical, foreseeable damage.

2. Further claims for damages – for whatever legal reason – are not permitted.

XII. Limitations

1. All claims by the Customer – for whatever legal reason – become statute-barred after 12 months, unless otherwise stated in Paragraph 2. Limitation begins with the receipt of the goods at the Customer's premises.
2. For deliberate or malicious behaviour, in the event of culpable injury to life, limb and health as well as claims under the Product Liability Act, statutory periods apply. Provided that the Supplier takes corrective action, the Customer's rights in terms of material defects are renewed; all claims expire no later than 24 months after delivery of the original goods.

XIII. Jurisdiction and applicable law

1. If the Customer is a tradesperson, the sole place of jurisdiction is the Frankfurt District Court.
2. Legal relations existing in connection with this contract shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIV. Written form, Severability clause

1. Amendments or additions to this contract must be made in writing. If they do not suffice, they are void. This also applies to changes to this written form clause.
2. Should specific portions of these terms and conditions be legally ineffective, or become legally ineffective, then the validity of the remaining terms and conditions shall be hereby unaffected. In place of the invalid or non-executable provision, legally permissible regulations should be substituted which are as near as possible to the purpose intended by the invalid or non-executable provision.

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