

General terms and conditions of business

the
B + Z Blechbearbeitungsmaschinen GmbH
Jakob-Hornung-Str. 1/1
71296 Heimsheim
Germany

1. general

These general terms and conditions of business, delivery and payment shall apply exclusively to all services.

Deviating ancillary agreements require written confirmation by B + Z. Deviating conditions of the contractual partner, which are not expressly recognised, shall not be binding for B + Z.

2. offers and conclusion of contracts (placing of orders)

Our offers are always subject to change unless expressly agreed otherwise in writing. We are bound to our offer for a maximum of four weeks.

A contract shall only be deemed to have been effectively concluded if an order has been placed in writing; transmission by fax and written acceptance by us shall also be sufficient here. Transmission by fax is also sufficient here.

Change requests by the Customer after acceptance of the offer shall require separate written confirmation by B+Z.

3. delivery and performance

If only one delivery has been agreed, the costs of transport shall be borne by the Customer. In the event that damage to the packaging is visible upon delivery, the Client undertakes to have this confirmed in writing by the transport company and to inform B + Z immediately.

The customer must inform B + Z immediately in writing of any damage to the delivered goods.

If the client fails to provide notification and documentation, claims for damages due to poor performance are excluded.

If a service is provided, all associated travel costs including expenses shall be borne by the client.

4. prices

Our prices are net prices. At the time of invoicing, the respectively valid value added tax is shown separately and invoiced.

Additional services, in particular costs of transport, travel expenses, etc., shall also be shown separately on the invoice.

The invoice amounts are due and payable immediately upon receipt of the invoice, unless expressly agreed otherwise in writing.

5. retention of title

The delivered goods remain the property of B + Z until all outstanding claims have been settled (extended reservation of title). This also applies in particular in the event of further processing by the contractor or the installation of spare parts. In this case, the parties expressly agree that ownership shall also continue in the newly created or repaired goods (extended retention of title).

The client expressly undertakes to notify B + Z should the liquidity have deteriorated considerably after the order has been placed. In this case, the client undertakes to disclose to B + Z the resale. The client also undertakes to disclose the retention of title of B + Z to its customers.

In the event that the Client fails to do so, it undertakes to compensate B + Z for any damage incurred as a result.

6. default of acceptance

If the Client is not present on site despite timely notification of the delivery/service, B + Z shall be entitled to demand all additional costs incurred as a result, in particular the costs of the employees, travel costs and storage costs from the Client. B + Z shall be entitled to invoice the client for each employee deployed with the current new flat rates for additional catering expenses (published by the Federal Ministry of Finance). At least, however, a flat rate of € 88,- per working hour, € 70,- per driving hour plus the then valid value added tax, the settlement shall be made pro rata temporis and in 15 minute intervals, in addition the Client shall be charged € 0,90 plus the then valid value added tax per kilometre driven, for overnight stays € 95,- per employee and night shall be charged.

In the event that the client, despite timely notification of the delivery/repair, does not accept the goods and a grace period of a maximum of two weeks set by B + Z expires fruitlessly, B + Z may withdraw from the contract and demand compensation. The period of grace can be waived if the client declares verbatim or in essence prior to delivery that he will not accept the goods. In this case, a lump-sum compensation amounting to 25% of the total net delivery value will be charged. In the event that the compensation for damages due to non-fulfilment is higher and B + Z can prove the actual higher damage incurred, the higher damage shall be paid.

7. warranty

B + Z grants warranty for deliveries and services under the following conditions:

- In accordance with § 377 of the German Commercial Code (HGB), the customer must duly comply with his obligations to inspect the goods and give notice of defects.
- If a defect occurs, it must be described in detail in the written notice of defect.

- Unless expressly agreed, specific properties for spare parts and machines are not deemed to be warranted. Furthermore, only the requirements agreed in writing in the order shall apply. An assurance of properties is only given if this is expressly confirmed in writing by B + Z.
- In the case of machine conversions, warranty is only granted for the spare parts supplied and installed by B+Z for a period of 6 months. No warranty is given for spare parts supplied by the customer.
- The warranty period for new machines is 1 year. In the case of used machines, the warranty is excluded if the customer is a commercial customer. For end users, the statutory provisions apply.
- In the event of a defect and timely justified notice of defect, B + Z shall be entitled at its own discretion to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects.
- In the case of used machines and equipment, the client undertakes to comply with the manufacturer's specifications without fail, in particular with regard to the type and quality of the spare parts. In the event of non-compliance, B + Z shall be released from liability.

8. liability

B + Z shall be liable for culpable injury to the life, body or health of the client. This also applies to liability under the Product Liability Act.

In the event of repairs, B + Z shall only be liable for the parts repaired and replaced by B+Z.

Data loss

The client must regularly carry out a data backup.

B + Z is not liable in any form for data loss or data damage.

Damages of any kind caused by failure of the hardware or software are not the responsibility of B+ Z. The client exempts B + Z from any liability and claims of third parties.

The liability for data loss caused by carelessness or negligence on the part of B + Z is limited to the import of backups. The prompt and complete creation of backups is the duty of the customer and is essential, especially for tradesmen. If the customer is unable to provide a backup, B + Z shall be exempt from any liability.

Any further liability of B + Z is excluded.

9 Place of performance and jurisdiction

The contract is subject to the law of the Federal Republic of Germany.

For any disputes arising from or in connection with the contract, the court in whose jurisdiction B + Z has its registered office shall have jurisdiction.

10. miscellaneous

Verbal subsidiary agreements to the contract do not exist. Amendments and supplements as well as cancellation of the contract must be made in writing to be effective. This also applies to the cancellation of this written form clause.

11. severability clause

If any provision of this Agreement or any future provision incorporated herein is held to be invalid or unenforceable in whole or in part or to cease to be valid or enforceable at a later date, such invalidity or unenforceability shall not affect the validity of the remaining provisions.

of the remaining provisions of this agreement shall not be affected. The same shall apply if it should turn out that the agreement contains a loophole. In place of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to what the parties intended or would have intended according to the sense and purpose of the agreement if they had considered this point when concluding this agreement or when subsequently including a provision. This shall also apply if the invalidity of a provision is based, for example, on a measure of performance or time (period or date) prescribed in the agreement; a legally permissible measure of performance or time (period or date) which comes as close as possible to what was intended shall then be deemed to have been agreed.

Heimsheim, September 2022

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