General Terms and Conditions of Delivery and Sale of IWI Europe GmbH, 47877 Willich

1. Application of the terms and conditions

(1) These terms and conditions apply to all business entities as per § 14 German Civil Code (BGB) only. They also govern all future transactions with the buyer. They apply accordingly for the entire duration of the contract.

(2) Our Terms and Conditions of Sale apply exclusively. We do not acknowledge any conditions of the buyer that conflict with these terms and conditions.

(3) All agreements made with us and the buyer for the purpose of performing this contract must be written in order to be valid. Verbally expressed terms and conditions are not valid unless otherwise specified in the following.

(4) Unless otherwise stipulated in these Terms and Conditions of Sale, the terms and definitions of the INCOTERMS 2010 apply.

2. Conclusion of contract

(1) Our quotations are without obligation. Likewise, technical descriptions and other details contained in offers, brochures and other sources of information initially have no binding effect. Our sales persons and agents have no power of attorney to conclude contracts on our behalf.

(2) Any agreement made with the buyer becomes effective only after we have confirmed it in writing or if the delivery is confirmed by the buyer. Our orders and invoices, with the exception of orders by operators, are not binding. We reserve the right to make alterations to the products.

3. Prices and terms of payment

(1) Unless otherwise specified, all prices are "DDP" or "DAP". The cost of delivery abroad and special packaging will be charged. Any additional expenses, for example for taking out insurance, will be borne by the buyer.

(2) The statutory VAT for deliveries within the Federal Republic of Germany is not included in our prices; for deliveries within the Federal Republic of Germany it will be shown separately in the invoice according to § 13 Enhanced VAT Act.

(3) All invoices are due and payable as specified in the contract offer and if order confirmation and payment is to be made in cash or by transfer. The buyer is deemed to have been informed of the fact that the sale on which the amount is at our free disposal. Our sales persons and agents are not entitled to collect the price on our behalf.

(4) Other forms of payment (e.g. bills of exchange and cheques) require a separate written agreement.

(5) Invoices are due for payment on the thirtieth day after receipt of the invoice. Invoices issued for payment terms within 30 days and pre-payment are due on the due date specified on the invoice. We reserve the right to charge interest on overdue invoices from the due date at 8% above the basic rate of interest. In case of local regulations our payment terms apply.

(6) Delivery deadlines are only binding if they are agreed in writing. Delivery deadlines will be extended accordingly if the buyer does not confirm the delivery deadline.

(7) If the delivery is delayed due to circumstances beyond our control, we are entitled to perform in a subsequent period. If the delivery deadline is extended due to unimportant events, we are entitled to extend the delivery period accordingly.

4. Delivery and dispatch

(1) Orders will be dispatched according to usual dispatch agreements. Unless otherwise specified, delivery is free of charge to a spot of destination in the Federal Republic of Germany. The buyer is responsible for loading and unloading.

(2) In the event of damages discovered on delivery, the buyer must notify these to the freight carrier immediately. Damages discovered after reception must be notified to us immediately.

(3) Claims for defects due to non-delivery or incorrect delivery must be made immediately after discovery, unless otherwise specified in the following.

(4) If the delivery is delayed due to circumstances beyond our control, we are entitled to perform in a subsequent period. If the delivery deadline is extended due to unimportant events, we are entitled to extend the delivery period accordingly.

5. Delivery in delivery

(1) Unless otherwise agreed in writing, the agreed delivery period is a period of time after the time of the contract. Delivery deadlines are only binding if they are agreed in writing. Delivery deadlines will be extended accordingly if the buyer does not confirm the delivery deadline. If the delivery is delayed due to circumstances beyond our control, we are entitled to perform in a subsequent period. If the delivery deadline is extended due to unimportant events, we are entitled to extend the delivery period accordingly.

(2) If the buyer suffers damages as a result of delivery, the buyer is entitled to claim compensation for the value of the delivery for the first week of default as damages of default. The buyer may claim compensation for any additional damages incurred due to the default, which have not already been compensated.

(3) If the buyer breaches any of our obligations under contract, he is entitled to claim damages for the resulting loss. The buyer is entitled to claim damages for the resulting loss as well. The buyer is entitled to claim damages for the resulting loss. The buyer is entitled to claim damages for the resulting loss.

6. Place of performance

(1) The place of performance is the seat of the buyer. The buyer is responsible for the risks at the time of notification that the goods are ready for delivery.

(2) Material defects

(1) The statutory regulations apply for the rights of the buyer with regard to material defects and defects discovered within a period of three years from the delivery and are not limited in time. The buyer is entitled to return goods which are not in accordance with the contract. This applies even if the buyer is responsible for the additional costs, even if delivery is made in individual parts. If the delivery is delayed for reasons for which the buyer is responsible, the risk passes at the time of notification that the goods are ready for delivery.

(3) Unless otherwise specified in the following. In all cases, the special statutory regulations for final deliveries of foodstuffs apply, as per § 375 German Civil Code (BGB).

(4) Our business relationship with the buyer shall be exclusively governed by German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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