



Papierfabrik
Gürzenicher Mühle

TERMS AND CONDITIONS

1. All orders require a written confirmation from the seller. The purchase contract only comes into effect with this confirmation, the content of which is exclusively authoritative, so that deviating conditions of the buyer do not have to be contradicted. Verbal, telephone and telegraphic agreements are only binding if they are subsequently confirmed in writing. The delivery times specified in the order confirmation are always to be regarded as approximate.
2. The place of performance for the delivery is the delivery plant. The risk passes to the buyer when the goods leave the factory. Jurisdiction for all rights and obligations of both parties from businesses of all kinds is Düren.
3. In the event of agreement finalization, requests must be made as regularly as possible on the agreed acceptance period. Requests are to be accepted after three months at the latest.
4. The seller is released from the obligation to perform in all circumstances that cause a significant and operational disruption without own fault. If the seller is hampered by special circumstances beyond their ability to complete an order within six months, they are entitled to cancel the order. If the dispatch of the goods is impossible due to exceptional circumstances for which the seller is not responsible, the seller is entitled, without prejudice to immediate calculation, to store these goods on the account and risk of the buyer if the seller's storage space is insufficient.
5. The prices are gross for net ex works under consideration of 15 or 20-ton freight. The determining factor for the calculation is the weight determined by the seller. Packaging is non-returnable. The price valid on the day of delivery will be used for the calculation.
The terms of payment are:
Payable for cash and book payments within 14 days from the invoice date with 2 percent discount or within 30 days net. For handing over of acceptances – subject to acceptance – discounts and expenses are charged to the buyer. In case of late payment, the seller is entitled to charge default interest equal to the interest rate normally charged by the commercial banks, and no less than 7%. The seller accepts no liability for bills of exchange, checks or other papers given by way of payment made in good time or being contested, but they must maintain the care of a proper merchant when handling such documents.
6. The goods must be inspected immediately after their arrival at the place of destination and handled with the appropriate level of care. Any complaints must be made within 8 days after receipt of the goods. Hidden defects that cannot be found after an immediate investigation may only be asserted against the seller if the notice of defect has been received by the seller within 3 months after the goods have left the delivery works, and in each case against presentation of the roll cover. After completion of the goods processing, all complaints are excluded.
If the delivery is defective, then the buyer is entitled, excluding all other rights, to a modification of the purchase contract, reduction of the purchase price or delivery of defect-free goods upon return of the delivery.
7. All delivered goods remain our property (current account reservation) until full repayment of all current and future liabilities, including all ancillary claims arising from the business relationship, including from other and future transactions with the buyer. Checks and bills of exchange are only valid after clearing of payment.
The retention of title also extends to the products resulting from processing.
The processing of the reserved goods takes place for us as manufacturer according to § 950 of the German Civil Code (BGB). The buyer is merely a custodian. If our property expires due to processing, mixing, blending or combining with goods that are not our property, the buyer transfers ownership of the unfinished or finished product to us in the amount of the invoice value of our reserved goods. The handover is replaced free of charge for us due to the obligation of the buyer to keep the new item (reserved goods).
The buyer may sell the reserved goods only in the context of the proper business, as per their normal terms and conditions and as long as they are not in default.
A pledge or chattel mortgage of the reserved goods is prohibited to the buyer.
The claims of the buyer from the resale of the reserved goods are assigned to us in advance.
This assignment extends to the total claim of the buyer to their customers in the amount of the material value of the reserved goods according to our invoices until all our claims from the entire business relationship have been settled. Without prejudice to our collection authority, the buyer is authorized to collect the claims from their customers as long as they meet their payment obligations.
If the value of the security given on the basis of the above clause exceeds our total claims by more than 30 percent, we shall be obliged to release securities of our choice by way of retransfer.
The possible ineffectiveness of a single clause does not affect the validity of the remaining conditions.