



GENERAL CONDITIONS OF SALE

1. general provisions

"Seller" means Ravapor GmbH, HRB 24778 at the local court of Stendal, EPS Anlage I 119, 06258 Schkopau.

"Buyer" means the natural or legal person who accepts an offer from the Seller to sell the Goods or whose order for the Goods is accepted by the Seller.

The Buyer and the Seller shall each be referred to individually as

"Party" or "Contracting Party" or jointly as

"Parties" or "contracting parties".

"Goods" means all the products that the Seller is to supply in accordance with these General Conditions of Sale.

"Conditions" means the general conditions of sale as set out in this document.

The Incoterms 2010 shall apply.

The headings in these Conditions are inserted for ease of reading only and shall not be relied upon for interpretation.

The Seller sells and the Buyer purchases the Goods pursuant to a written quotation from the Seller accepted by the Buyer or a written purchase order from the Buyer accepted by the Seller.

Unless otherwise agreed in writing, these Conditions shall apply to all offers made to Buyer by Seller and all contracts between Seller and Buyer. Unless otherwise agreed in writing, Buyer shall be deemed to have expressly and irrevocably accepted these Conditions. These Conditions shall always prevail over the terms and conditions of the Buyer or any third party involved. Any deviation from these Conditions must be expressly approved in writing by the Seller.

Buyer will acquaint itself with any information provided by Seller in relation to the Goods, including (without limitation) any information relating to the Goods: (i) safe handling and use; and (ii) storage, transportation and disposal procedures. Buyer shall instruct its employees and any of its contractors on these procedures and shall give appropriate warnings of hazards to persons, property and the environment. Buyer will indemnify Seller for all claims and costs, including reasonable attorneys' fees, arising out of Buyer's failure to comply with the above obligations. The Seller is entitled to cancel any order with 14 days' notice in the event that the Buyer fails to comply with the above obligations.

2. offers, orders and order confirmations

All offers of the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Seller may accept orders or assignments within (14) days of receipt.

Information provided by the Seller on the object of the delivery or service (e.g. weights, dimensions, utility values, loading capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics of quality, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations which are due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.



3. delivery and delivery period

Deadlines and dates for deliveries and services promised by the seller are only approximate, unless a fixed deadline or a fixed date is expressly promised or agreed.

The parties confirm that certain circumstances may impede or postpone the delivery period. In this case, the Seller shall notify the Buyer thereof within a reasonable period of time and shall announce a new delivery date. If Buyer considers this new delivery period unreasonable, Buyer's sole remedy against Seller shall be to cancel the order without any right to compensation, damages or other relief.

The Seller shall be entitled to make partial deliveries only if

- The partial delivery is usable for the buyer within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured,
- the Buyer does not incur any significant additional expenditure or additional costs as a result (unless the Seller agrees to bear these costs) and
- the partial delivery is not unreasonable for the buyer in all other respects either.

During the time that the delivery equipment of Seller or its carrier is in Buyer's possession, Buyer shall be liable to Seller for any damage to or loss of such equipment attributable to Buyer. All repairs to such equipment shall be performed under the supervision of or according to the instructions of Seller or carrier.

Unless otherwise specifically provided, Buyer is responsible for compliance with all laws and regulations governing the import, transportation, storage and use of the Goods.

4. price of the goods

The prices are valid for the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are in EUR ex works plus packaging, the statutory value added tax, customs duties in the case of export deliveries as well as fees and other public charges.

5. reservation of title

The goods remain the property of the seller until full payment has been received. However, the buyer is authorized to install the goods in the products to be manufactured by him. The processing of the delivered goods is carried out by the buyer. If the delivery item is combined with other items not belonging to the seller, the seller shall acquire co-ownership of the new item in the ratio of the value of the processed delivery item to the new item at the time of processing. If the processing is carried out in such a way that the new item produced by the buyer is to be regarded as the main item, the buyer shall transfer the proportionate co-ownership of this item to the seller.



6. terms of payment

Invoice amounts are to be paid within thirty (30) days without any deductions, unless otherwise agreed in writing. All payments shall be made in the currency of the order confirmation and/or invoice.

If the Buyer fails to make payment when due, the outstanding amounts shall bear interest at nine (9) percentage points above the base interest rate from the due date. In addition, the Seller shall be entitled to a lump sum in the amount of €40.00 over.

In the event of non-payment, the Seller shall be entitled, without prejudice to his right to demand compliance with the respective contractual and statutory provisions, including any claims for damages, to suspend all further deliveries to the Buyer without notice and/or to demand payment of all outstanding but not yet due invoices under the respective contractual relationship. In the event of non-payment, the Buyer shall lose all entitlement to any discounts granted, including but not limited to end-of-year discounts. Offsetting against counterclaims of the Buyer or withholding of payment due to such claims is only permissible if the counterclaims are undisputed or have been legally established or result from the same order under which the relevant delivery is made.

The Seller shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, he becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Buyer and which are endangered by the respective contractual relationship (including from other individual orders).

7. warranty, material defect

The warranty period is one (1) year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Buyer arising from injury to life, body or health or from wilful or grossly negligent breaches of duty by the Seller or his vicarious agents, which shall be time-barred in accordance with the statutory provisions.

The delivered items must be carefully examined immediately after delivery to the buyer or to the third party designated by the buyer. With regard to obvious defects or other defects which would have been recognisable in an immediate, careful inspection, they shall be deemed to have been approved by the Buyer if the Seller does not receive a written notice of defects within five (5) working days of delivery. With regard to other defects, the delivered goods shall be deemed to have been approved by the Buyer if the Seller does not receive a notice of defects within five (5) working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the notice period. At the request of the Seller, a delivery item complained about shall be returned to the Seller carriage paid. If the complaint is justified, the Seller shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

In the event of material defects in the delivered items, the Seller shall be obliged and entitled to choose between repair or replacement within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the buyer may withdraw from the contract or reduce the purchase price appropriately.

The warranty shall not apply if the Buyer modifies the object of delivery or has it modified by third parties without the Seller's consent and the remedying of the defect is thereby rendered impossible or unreasonably difficult. In any case, the buyer must bear the additional costs of the removal of defects arising from the modification.

A delivery of used objects agreed with the buyer in individual cases shall be effected to the exclusion of any warranty for material defects.



8. property rights

In accordance with this clause, the seller guarantees that the goods are free from industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for the infringement of such rights.

In the event that the goods supplied infringe an industrial property right or copyright of a third party, the Seller shall, at its option and at its expense, either modify or replace the goods supplied in such a way that no rights of third parties are infringed any longer, but the goods supplied continue to fulfil the contractually agreed functions, or procure the right of use for the Buyer by concluding a licence agreement with the third party. If the Seller does not succeed in doing so within a reasonable period of time, the Buyer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately.

In the event of infringements of rights by products of other manufacturers supplied by the seller, the seller shall, at his discretion, either assert his claims against the manufacturers and sub-suppliers for the account of the buyer or assign them to the buyer.

9. liability for damages

The Seller's liability for damages, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, insofar as fault is involved, is limited in accordance with the following provision.

The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided that it is not a matter of a breach of material contractual obligations. Essential contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title and such material defects that impair its functionality or usability more than only insignificantly, as well as consulting, protection and care obligations that are intended to enable the Customer to use the delivery item in accordance with the contract or that are intended to protect life and limb of the Customer's personnel or to protect its property from substantial damage.

Insofar as the Seller is liable for damages on the merits pursuant to this clause, this liability shall be limited to damages which the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which he would have had if he had exercised due diligence.

have to look ahead. Indirect damage and consequential damage resulting from defects of the delivery item are furthermore only eligible for compensation if such damage is typically to be expected when the delivery item is used for its intended purpose.

In the event of liability for simple negligence, the Seller's obligation to pay compensation for material damage and resulting further financial losses shall be limited to the foreseeable damage typical for the contract, even if it involves a breach of material contractual obligations.

The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's executive bodies, legal representatives, employees and other vicarious agents.

Insofar as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of performance owed by him, this shall be done free of charge and to the exclusion of any liability.

The limitations do not apply to the liability of the seller due to intentional behaviour, for guaranteed characteristics, due to injury to life, body or health or according to the product liability law.



10. termination in case of insolvency

The Seller may terminate the contract(s) if the Customer ceases payments, if insolvency proceedings (§§ 14 and 15 InsO) or comparable legal proceedings have been applied for by the Customer or permissibly by the Customer or another creditor, if such proceedings are opened or if the opening of such proceedings is rejected due to lack of assets.

11. performance by affiliated companies

At the Seller's option, any contractual obligation may be performed by the Seller or one of its affiliates. Any deliveries made under this provision may be invoiced by the associated company and shall be deemed to be performance of the contract by the Seller.

12. invalidity

The invalidity or unenforceability of any provision of these terms shall not affect the validity or enforceability of the remaining provisions.

13. applicable law and competent courts

If the buyer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between the seller and the buyer shall, at the seller's option, be Halle (Saale) or the registered office

of the buyer. However, in these cases Halle (Saale) shall be the exclusive place of jurisdiction for legal actions against the seller. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

The relations between the seller and the buyer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

14th data protection - DSGVO

Our respective data protection regulations apply. These can be viewed on our website www.ravago.com/privacy-policy. You can contact our data protection officer at privacy@ravago.com.