1. Applicability of General Terms and Conditions

The following conditions apply to sales contracts between Vogelsang GmbH & Co. KG (hereinafter: “Manufacturer”) and the party ordering the goods, hereinafter “Customer”. Customers in the sense of these Terms are business entities, not consumers. We object to any purchasing conditions of the Customer, unless they are expressly agreed upon in these writing.

2. Offers, Conclusion of Sales Contracts

Offers made by the Manufacturer may be amended or withdrawn at any time prior to their acceptance. A contract is concluded by a written or oral order of the Customer, which is confirmed by the Manufacturer. In the event that theManufacturer's order confirmation is not sent in writing that a specification is binding. We reserve the right to make technical and design changes with regard to text and descriptions obtained in brochures, catalogues and written documents, including model, design and material changes resulting from technological advances, and any such change shall not give raise to any claims of the Customer.

3. Rights to Plans and Drawings

The Customer hereby assigns all property rights and intellectual property rights to all drawings, documentation etc. They must be returned if requested. They may not be provided to third parties without the express written permission from the Manufacturer.

4. Prices, Additional Costs, Money Transactions

All prices are ex-works, plus legally applicable value added tax, or other taxes. Incidental costs such as for packaging, freight, insurance, customs, export and import duties, and taxes will be charged separately. The Customer shall follow the instructions of the Manufacturer. The Manufacturer reserves the right to charge the Customer with fees in the event of late payment, irrespective of whether shipping, lockouts, raw material and energy shortages, or other causes limit the extent of the performance obligation. In the event of partial delivery, or if the Manufacturer is still due to perform other delivery obligations, the Customer may not withhold payments on grounds unrelated to the contract. The date of delivery shall be the date stated in the order confirmation plus 10 days, unless the Customer has provided proof of its own risk in the event the Manufacturer has been paid in full. The Customer may neither pledge nor transfer for security purposes any goods under the retained ownership of the Manufacturer. The Customer is obligated to immediately notify the Manufacturer in the event of property seizure or other interferences with the Manufacturer’s retained ownership.

5. Payment Terms

Payment due dates must be complied with irrespective of whether shipping, installation, start-up or Customer acceptance are delayed or become impossible for reasons outside the Manufacturer’s control. Should the Customer fail to pay by the payment due date, late payment interest in the amount of 5% above the applicable base rate will be applied if the Customer is an entrepreneur. In all other cases, the Customer will be charged with late payment interest in the amount of 5% above the applicable base rate. In the event of late payment all discounts and benefits shall become null and void, the relevant amounts shall be invoiced.

6. Set-off, Withholding

The Manufacturer may set off a counter claim only in the event such counter claim is uncontestable or finally confirmed by a court without further recourse. Customer may not withhold payments on grounds unrelated to the contract.

7. Delivery Times, Force Majeure

Delivery shall be the date stated in the order confirmation plus 10 days allow for delivery delay. The delivery shall be deemed to be timely if the Customer is notified in time that the goods are at its disposal, or if the product has left Manufacturer’s works. The delivery date is postponed by the amount of time needed by the Customer to provide required documentation, particularly any needed authorizations, approvals, import licenses, import authorities, inspections, etc. The Customer is liable for all costs and expenses incurred by the Manufacturer for drawings needed for the manufacture or delivery of the product, or the provision of agreed security. War, strikes, lockouts, raw material and energy shortages, plant and raw material and transport restrictions arising from force majeure - also including the extent and type they make the business unprofitable - exempts the Manufacturer from its obligation to manufacture and deliver for the period of the disruption and its consequences. This also applies for delayed, inadequate and insufficient performances from the Manufacturer’s suppliers. The above exemptions apply regardless of whether there is an existing delivery default if such events persist for a period of more than 4 weeks, the Manufacturer may completely or partially withdraw from the affected delivery obligation and the Customer shall in this case have no claim for damages. The Manufacturer may cancel the purchase contract on the grounds of delivery or manufacturing default only after it has granted an appropriate delay of delivery by the Manufacturer. In this case, the Customer may a the Manufacturer’s expense demand the prompt preliminary return of the goods. In the event of a payment default of the Customer, the Manufacturer may rescind the contract completely or partially, and demand compensatory damages for non-fulfilment of the entire contract, or parts thereof, provided it has notified the Customer in advance in writing. In the event of a payment default of the Customer, the Manufacturer may a the Customer’s expense demand the prompt preliminary return of the unpaid subject goods to the Manufacturer; such demand shall not be deemed a rescission of the purchase contract. The Customer is obligated to co-operate in connection with measures required to protect the property of the Manufacturer, and to inform the Manufacturer of any special legal requirements. Any goods remaining in the retail or initial stock of the Manufacturers may be sold by the Manufacturer to the Customer in the orderly course of business provided that the retention of the Manufacturer’s ownership is maintained until all Customer debt to the Manufacturer has been paid in full. The Manufacturer may neither pledge nor transfer for security purposes any goods under the retained ownership of the Manufacturer. The Customer is obligated to immediately notify the Manufacturer in the event of property seizure or other interferences with the Manufacturer’s retained ownership.

8. Inspection and Defect Notification Obligations, Consequences of Defects

The Manufacturer is required to carefully inspect the goods at the time of receipt and to immediately report to the Manufacturer in writing any detected defects. Hidden defects may be reported in writing immediately after their discovery. In any event, all claims relating to defects must be notified in writing to the Manufacturer before the expiration of 20 days from the expiry of the notification limitation period, or if a performance obstacle existed, the Customer shall follow the instructions of the Manufacturer. The warranty period is one year from delivery of the goods. Should the Manufacturer not participate in a hand-over inspection, it must submit such request in writing. In the event the Manufacturer is in default regarding an agreed hand-over and acceptance inspection, all costs arising from such default shall be borne by the Customer. Should the Customer reject the goods, the Manufacturer shall only be held liable for full or partial damages if the Customer participates in a hand-over inspection within the agreed period. Should the Customer fail to participate in a hand-over inspection, the Manufacturer may claim the goods from the Customer and carry out an inspection, the Manufacturer may claim the goods but not be held liable for the costs incurred. The Customer is entitled and obligated to arrange for the insurance of the goods against theft, breakage and other risks, except if the Customer has provided proof of its own risk. The Manufacturer is not required to notify its intention to refuse further performance. The rights under § 373 of the German Commercial Code shall apply. Defects which do not, or only insignificantly, impair the value of the goods or their fitness for the intended use (as recognizable by the Manufacturer) shall not give raise to claims of the Customer. If a defect is detected at the time of transfer of risk, the Manufacturer is entitled and obligated to arrange for the subsequent fulfilment of its obligations. At the choice of the Manufacturer, the subsequent fulfilment of obligations shall be repair or delivery of a replacement. The Manufacturer shall bear the cost of subsequent fulfilment, especially for transport, labour and materials, except any cost resulting from the removal of the relevant product to a location other than the place of delivery. In the event the cost of subsequent fulfilment is higher than an amount equal to 50% of the value of the product, the Manufacturer may refuse to comply with the Customer request for subsequent fulfilment. If subsequent fulfilment fails or if it is not performed, or rejected to be performed, within an adequate deadline notified by the Customer, the Customer may a the Manufacturer’s expense demand the prompt preliminary return of the goods. In the event the Manufacturer accepts the Customer’s request for the prompt preliminary return of the goods, the Manufacturer may charge the Customer with the purchase price, or request - within the limits of the following liability limitations - damages in lieu of performance. If a defect, or other failure to fulfil a performance obligation results in a damage, the Manufacturer’s liability shall be governed by applicable statutory law and to the extent the damage represents a personal injury or is subject to an applicable product liability law, or is the result of intent or gross negligence. In the event the damage results from a negligent violation of a cardinal contract obligation, the Manufacturer is liable only for damage that is typically connected with the sale of the product. Other claims and tort claims of the Customer are excluded. In particular, the Manufacturer is not liable for damage that has not occurred on the product itself, nor for lost profit or indirect damage. The Manufacturer’s liability is excluded if the Customer has been aware of the potential damage of the Manufacturer, or its employees, by intent or gross negligence. In the event of a breach of a pre-contractual obligation, the Manufacturer’s liability is limited to the extent the damage represented a personal injury or is subject to an applicable product liability law, or is the result of intent or gross negligence.

11. Liability Limitations

The Manufacturer accepts cheques or similar instruments, the Customer shall bear all costs of exchange, recognition and other bank costs. We assume no liability for any delay of claim or order due to any other causes, in particular due to force majeure. In case other causes, the Manufacturer shall not give raise to any claims of the Customer.

12. Applicable Law, Final Conditions

The Law of the Federal Republic of Germany governs the contract. The Court of jurisdiction for all disputes arising from this contractual relationship is the location of Manufacturer’s location, or the last known address of the Customer, unless statutes or clauses of these terms and conditions are or should become invalid, then the remaining clauses shall remain in full effect. The parties of the contract will then execute the contract by using an effective clause that is closest to the economic purpose intended by the void clause. In order to be legally effective, any rules and conditions which deviate from these General Terms and Conditions must be expressly agreed upon in writing. Changes to the written form requirement must be in writing.