



## **General terms and conditions HANS J. MICHAEL GmbH (HJM)**

### **1 General / Scope**

1. The following general terms from HJM are exclusive valid for all sales, deliveries and quotations. We do not accept other buyer`s conditions.

With placing of an order the buyer accept general terms and conditions of HJM.

2. Divergent conditions have to be stipulated in writing.

3. An accepted order does not mean that HJM agree buyer`s terms.

### **2 Quotes / Placing of orders**

1. Our offers are non-binding. Verbal promises, subsidiary agreements, characteristic information of products are only valid by our written confirmation.

2. The contract will be deemed concluded as soon as HJM has sent a written confirmation or delivered the goods and sent invoice to the buyer.

3. We are authorized to carry out part deliveries.

4. We are authorized to acquire fully ordered quantity of blanket orders / call orders. Subsequent change requests are not possible. Ordered goods must be fully taken.

### **3 Prices and payment**

1. If no other terms have been agreed, our prices stated EXW Weissach i.T., exclusive packaging.

2. Prices are noted without VAT. Our invoices are stated in EURO.

3. Payment:

Within 10 days ./ 2% discount, 30 days net – beginning with the date of invoice.

We reserve the right of different customized payment terms, shown in our order confirmation.

4. HJM reserves the right to retain ownership of all delivered goods until all invoices have been fully paid. Should the deadline for payment be exceeded, HJM is authorized to add charges in the height of normal bank



rate.

5. HJM does not disclose any pricing calculation data.

#### **4 Reservation of proprietary rights**

1. We reserve the title to the supplied product until all outstanding receivables have been paid. We are entitled to take back purchased goods if the purchaser acts in violation of the contract.
2. As long as the ownership has not been transferred to buyer, buyer shall treat goods of sale carefully. Prior to the transfer of ownership, the buyer must promptly notify us if the goods are attached or subject to another type of seizure by a third party. Unless third parties are incapable of reimbursing us judicial and extrajudicial costs for an action as per § 771 ZPO, the customer shall be liable for any expenses defrayed by our company.

#### **5 Delivery time**

1. Delivery period and dates shall be considered being complied if the ordered goods has been handed over to the shipping agent within that period.
2. Delivery dates are not binding.
3. If delivery becomes completely or partly impossible or cannot be reasonably expected due to force majeure, natural disasters, war, strikes or similar HJM shall insofar be released of its duty to deliver and/or entitled to withdraw from the contract.

#### **6 Deliveries**

1. For all shipments, the risk of damage to or loss of the goods, including the risk of confiscation, shall pass onto the customer at the time of delivery to the forwarding agent or carrier, and upon the goods leaving our premises or stock at the latest. This shall also apply if the goods are dispatched free to buyer's address. If a transport insurance is requested by the buyer, the costs have to be paid by themself.

#### **7 Complaint and warranty / Liability for defects**

1. After receipt of goods the purchaser shall inspect immediately whether both quality and quantity of the goods delivered comply with the contractual agreement. Any defect must be reported to HJM immediately. If the customer fails to reject in due time, the goods are deemed to be accepted by the customer.
2. If the goods have a defect, HJM shall have the right to choose between subsequent performance in the form of remedy of the defect or delivery of a



new item free of defects.

3. All our distributed products are properly checked after receipt due to quality and quantity. Control is be made on the basis of distributor`s data sheets and control sheets. If there is any difference, HJM informs the distributor immediately and ask for replacement delivery. Additional tests concerning formulation of goods, especially pastes, chemicals and cleaners are not possible.
4. The warranty expires in the event of any modifying / mixing the product.
5. Products with batch numbers are carefully recorded.
6. Any further reaching liability, in particular for loss of profit and consequential harm caused by a defect, will be excluded.

## **8 Data protection**

1. HJM is authorized to save needed datas for own purposes in accordance with the applicable data protection guidelines of the Federal Data Protection Act. No further use of the data or communication of personal data to other third parties will take place.

## **9 Applicable law**

All contracts are governed by German law.

## **10 Place of performance / Jurisdiction / Definitive version**

1. Place of performance is our company, 71554 Weissach i.T.
2. The place of jurisdiction for all disputes arising indirectly or directly from this contractual relationship is Backnang.
3. In case of doubt, the German version shall apply.

## **11 Severability clause**

If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it will be severed and deleted from this clause and the remaining terms and conditions will survive, remain in full force and effect and continue to be binding and enforceable.

- as of July 2014 -



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