

Terms of delivery and payment

General

The following terms and conditions shall apply exclusively and shall be accepted at the latest upon acceptance of the 1st delivery. Verbal agreements are only valid with our written confirmation. We are entitled to engage subcontractors.

Offers, prices, conclusion of contract

Our offers to interested parties are binding for 4 weeks. The order shall only be deemed accepted when confirmed by us in writing. The prices at the time of receipt of the order shall apply. In case of an agreed delivery time of more than 4 months, the prices valid at the time of delivery shall apply. The prices do not include the statutory VAT. In the event of order cancellation, the costs incurred up to that time will be charged. Quantity discounts apply per article and order.

Delivery

Delivery shall be carriage forward ex works Ebern at the risk of the recipient. In the case of parcel service shipments, the costs will be invoiced. The most cost-effective shipping method will be chosen. The dispatch as express, forwarding, air freight or the like is made only on express wish of the orderer and to his loads.

For small orders up to 30, - € (excl. VAT), 5, - € small quantity surcharge will be charged. All articles will be delivered in original packaging units only. For custom-made products, excess or short deliveries of $\pm 10\%$ shall be deemed accepted. Proofs are to be checked by the customer and declared ready for printing. We shall not be liable for errors overlooked by him. Our shipping date is stated as the delivery date ex works. In the event of subsequent requests for changes or additions by the purchaser, the delivery period shall be extended accordingly. The delivery time is interrupted for the duration of the correction review by the purchaser. In the event of a delay in delivery, we shall be granted a reasonable period of grace. In the event of an obstruction due to force majeure, we shall not be in default of delivery; in the event of force majeure on the part of the purchaser, the purchaser shall not be in default of acceptance. We cannot be held liable for any damage incurred in the event of a delay in delivery. Unless otherwise requested, the goods will be insured by us against loss or damage in transit until acceptance by the purchaser or his agent, subject to a charge (3.5 % of the value of the goods excluding VAT). Damage in transit shall only be recognized if the damage is noted by the shipping company upon delivery. If acceptance has been agreed, this shall be deemed to have been completed 6 weeks after delivery if it is delayed for reasons for which we are not responsible.

Payment

Invoices for goods are to be paid within 10 days of the invoice date (= date of dispatch) with a 2% discount or within 30 days net, invoices for services are to be paid immediately and strictly net. The receipt of money on our account is considered as payment. As long as older invoices have not been settled, new ones cannot be discounted. In the event of late payment, we may charge interest on arrears of at least 8% above the base interest rate* of the Deutsche Bundesbank. Fee reductions result from our current framework and condition agreements. (*as of 1.1.2002 according to § 247 BGB)

Retention of title

All delivered goods remain our property until full payment of all our claims. Pledging or transfer by way of security of goods subject to retention of title is prohibited to the buyer. The buyer must inform us immediately of any seizure or other impairment of our property. In the event of resale, the purchaser shall assign to us his claim against the new purchaser. These terms and conditions of ours shall apply exclusively to our deliveries. Conditions of the purchaser shall only apply if we have expressly agreed to them in writing.

Complaints and liability

Complaints must be made within 1 week after receipt of the goods by sending in the delivery bill. We have the right to repair, reduce or replace the goods. Replacement deliveries and credit notes shall only be made after free return at the risk of the sender to our factory in Ebern and after incoming goods inspection. All other claims, in particular also claims for damages, are excluded. The statutory periods for demonstrable defects shall apply. Deviations in quality and color cannot be objected to as far as they are permissible according to the delivery conditions of the responsible associations. Returned goods without justified complaints will only be accepted with our prior consent and free delivery to our factory in Ebern. We reserve the right to deduct our costs from the credit note.

Property rights

All copyrights, in particular the right to reproduce our designs, remain with us. Artwork, print carriers and tools remain our property, even if they are invoiced by us on a pro rata basis. If an order is placed using the customer's own artwork or drawing, the customer shall assume responsibility for ensuring that the industrial property rights of third parties are not infringed. We are entitled to affix our company logo to the products in the form customary in the industry.

Data protection

We are entitled to store and use personal data about the purchaser obtained in connection with the business relationship in accordance with the Federal Data Protection Act. We may pass on your data to our sales partners for the purpose of preparing quotations and processing orders.

Place of performance and jurisdiction

Place of performance and jurisdiction for the purchase contract is Ebern. For the dunning procedure, the jurisdiction of the district court of Ebern is also agreed.

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District Court Bamberg HRB 5672
Company head office Ebern, Germany

Executive Board: Georg Jahn
Board of Directors: Manfred Happ (Chairman), Iris Merget, Herbert Elflein

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