General terms & conditions of sale, delivery & payment

for entrepreneurs as defined by sec. 14 BGB

Dear customer, this English translation of the General Terms and Conditions is provided solely for the convenience of customers and is not legally binding. The **German text** is the sole authoritative and binding version and prevails in case of any conflict.

1. General provisions

These General Terms and Conditions of sale, delivery and payment apply to all offers and contractual agreements concerning deliveries conducted by us – in ongoing as well as in future business relationships. We will not acknowledge any adverse terms and conditions or customer's purchasing conditions deviating from our GTCs, unless we expressly accepted said other provisions in writing.

2. Prices

Our prices are to be understood in Euro, excluding VAT. In case of changes to the VAT rate between ordering and delivering the goods, jbs is entitled to invoice the difference to the customers. In such cases, VAT will be listed separately on the invoice. Additional deliveries and services will be invoiced separately. In addition our price-lists state prices including VAT in brackets. All prices stated in our offers, price-lists, catalogues and other communiqués are subject to changes and non-binding and become valid after being confirmed by us after delivery resp. invoicing has been effected. Invoices become due net immediately on receipt.

3. Offers

Our offers are subject to changes without notice. Illustrations, specimens and samples serve as approximate illustrative articles and are subject to customary divergences in quality, size and colour. Usage instructions and specifications regarding a product's designated use and requirements are based on statements provided by the manufacturers resp. our many years of experiences with these products and are made to our best knowledge and without guarantee. Our employees' advice and statements are non-binding and do not release the customer from his obligation to determine whether the products are suitable and functional. Advice and statements given may not be used as a reason to sue for damages no matter what legal causes.

4. Delivery

We reserve the right to not provide the ordered products or services as well as the right to prior sale. Delivery dates are generally non-binding. Delivery will be effected as requested and within the specified time unless we are inhibited by unforeseeable events, force majeure or failure of one of our manufacturers to supply us. Partial deliveries are permissible. After having set a reasonable deadline the customer will be entitled to withdraw from the contract. Claims for damages of any kind are excluded. As for special made-to-order productions or special designs the customer may only withdraw from the sales contract if our supplier also accepts the withdrawal from said contract without charging us with any costs.

5. Reservation of proprietary rights

Until all obligations arising from the business relationship with the contracting party – including future obligations – have been payed, the delivered goods remain our property. Unless any and all obligations are fully paid, our goods may not be pledged or given to third parties for safekeeping. However, the customer shall be entitled to resell our goods to third parties within ordinary course of business provided that he assigns his claims against his buyers – including all rights - a priory to us. Corresponding to our goods' invoiced value, (which serve the customer by way of maintenance, preservation of value and exploitation of his economics) a co-ownership share in the objects received shall be transferred to us – even against third parties and without special explanations being necessary. Should the object reference of our goods be indeterminable, the customer shall already grant us appropriate joint ownership of his possessions and capital goods at our discretion as a suitable value of said goods. We will approve securities exceeding our claims by more than 20 % in value at our discretion. Adequate goods shall be netted.

The customer is required to notify us immediately with regard to enforcement measures related to the retained product by third parties, handing over documents required for an intervention; the same applies to other types of restrictions. Irrespective of this, the customer is obliged to inform the third parties in advance that the goods are subject to ownership rights. The customer shall bear the costs for a seller's intervention unless the third party is able to refund those.

6. Warranty

As a matter of principal, we supply goods of highest possible quality in perfect condition. Nevertheless, all deliveries need to be inspected on receipt, as we can only accept complaints referring to external damages within 8 days of delivery. Defects that might become apparent later need to be brought to our attention without delay, but within 6 months after delivery at the latest. Enforcement of the liability for material defects is excluded, if the customer has not observed our usage instructions. Rejected or defective goods are to be put at our disposal in their original state and according to our instructions – otherwise they need to be returned to us carriage paid. Rectification of defects is limited to our supplier's extent of warranty. Our instructions and statements regarding complaints and notices of defects aim to pursue our customers' interests. However, these statements do not constitute an acknowledgement of any claims. Damage claims as well as claims of reimbursement or loss cannot be derived from complaints or notices of defects.

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Registration Court: Walsrode
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VAT-No.: DE 116 327 000

7. Delivery
Delivery will always be effected at the customer's risk and expense, meaning ex warehouse Visselhövede, ex warehouse Hollsteitz or ex warehouse of our sub-supplier. Within the scope of our own delivery vehicles, however, we shall deliver free domicile. Obvious damages that occurred in transit as well as shortfalls need to be claimed with the carrier, railway/postal service or forwarder immediately on receipt of the goods.

8. Collection of goods
Collection of goods in Visselhövede is generally possible – however, we cannot guarantee that we will always keep any quantity of the required goods in stock. Therefore, we recommend informing us beforehand of your approximate need so that we may reserve the goods and arrange for a collection date. Compensation for the collection of goods is not possible. We do not refund costs for futile collection journeys. Only in exceptional cases may goods be collected from plant's warehouses – and only if explicitly permitted by us.

9. Packaging
We don't charge for packaging, unless a special packaging is either essential or requested by the customer.

10. Return and replacement
If customers are not satisfied we are prepared to exchange all goods supplied by us without costs, provided these goods are unused , in good working order and no freight charges will arise for us. Reduced value shall be credited, surplus value shall be invoiced. Returned goods will be credited minus general expenses amounting to 15 % of the merchandise value, provided they are in proper initial condition and no freight costs arise for us. Made-to-order products cannot be returned.

11. Payment
Invoices are payable to us in Visselhövede and may also be made through a bank or post office giro account. Our field staff, sales reps or distributors are not authorized to accept payments. We do not accept liability for payments that were transmitted either incorrectly or not at all. Payment needs to be effected within 8 days after date of invoice. Compensations and restraints of payments due to any counterclaims – including notices of defects – are excluded. If due dates are exceeded, we will charge interests amounting to normal bank interests and costs for overdraft as well as a fee to cover our costs for issuing reminders. Default of payment releases us from our obligation to fulfill further supply contracts.

12. Place of performance and place of jurisdiction
Place of performance for delivery and payment generally is our company's headquarter in Visselhövede. In case of deliveries from a plant's warehouse, said warehouse shall become the place of performance for our delivery commitment.
Place of jurisdiction is the local court or regional court responsible for our head office. However, we are entitled to sue in any other court of law.
Application of the Uniform Laws on the Purchase and Sale of Goods of 17.07.1973 shall be excluded to the extent legally possible.
Applicable law is solely the law of the Federal Republic of Germany not applying and excluding any and all Uniform Laws on the International Sale of Goods or any other International law that might apply, the Convention on the International Sale of Goods (i. e. CISG = UN sales law) / Vienna Sales Convention (i. e. "Wiener Kaufrecht" or WKR) as well as the Hague Sales Convention.

Salvatorian clause/final provisions:
Should one of the provisions of these General Terms of Sale, Delivery or Payment be invalid pursuant to mandatory law, the remaining clauses shall continue in full force and effect. The invalid provision shall be substituted by one which is nearest in meaning to the economically intended purpose.

13. Protection of privacy
jbs collects, processes and uses its customers' personal data for the sole purpose of implementing a contract. The customer explicitly agrees to this data processing.

DATA PROTECTION AND PRIVACY POLICY
In all our customer contacts, jbs places greatest importance on protecting your personal data in the best possible way. Where applicable, we shall store your data in a database which can be accessed by certain employees of jbs only.
Your data will solely be used for purposes of our internal data processing should this become necessary in order to render the services you requested. This only concerns data which is absolutely necessary for this respective purpose.
Naturally, we will not relay personal data to f. e. promotion firms, companies dealing with addresses or the like, nor rent or sell them nor will this data be made public for market research purposes.
We will only disclose your data to third parties, if we are providing a service requested by you which renders the transmission of your personal data compulsory or if we are forced to respond to subpoenas or court orders. On your request, we will refrain from using your personal data to contact you further or from saving them for future orders resp. will erase the data altogether.
The legislator has granted the user the right to access their personal data. This disclosure will be effected without charges to you. Should you wish a disclosure of the personal data saved by our company, please do not hesitate to contact us at any time. Please check our website regarding the Information on the Host or either Credits or Contact for details if need be.
Please do not hesitate to contact us if you have further questions about the usage of your personal data.
For additional and further information on dataprotection, check f. e. the information provided by the Federal Commission for Data Protection: www.bfd.bund.de If need be, we will adjust these explanations on data protection to changes in legislation resp. legal practice.

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