

General Business Terms and Conditions (AGB), as of January 04, 2016

Scope

These general business terms and conditions apply to all contracts, deliveries and services between the Bendel Werkzeuge GmbH & Co.KG company (hereinafter referred to as Bendel Werkzeuge), (Local District Court Lüneburg, Commercial Registry (HRA 200522) and its customers, and any commercial or self-employed relationship in connection with the customer. Any amendment of and/or additions to the general business terms and conditions must be confirmed specifically with a written statement by the Bendel Werkzeuge company. This also applies to any agreement setting aside the written form requirement.

Fictitious claims of commercial business or self-employment

Bendel Werkzeuge exclusively supplies to commercial businesses and self-employed persons, and explicitly does not supply to consumers within the meaning of Art. 13 BGB (German Civil Code). If the commercial use of the purchased goods or the status of a commercial business or self-employment are claimed under false pretences, the customer shall not be entitled to claim his legal status as a consumer.

In such cases, Bendel Werkzeuge explicitly reserves the right to contest such contracts on the grounds of fraudulent misrepresentation.

Possible consequences of returned goods:

In case of a valid return, any payments received are to be credited less any already used portion (e.g. compensation for use). If the value of goods has been diminished in any way, reparation for lost value may be demanded. This is not a valid claim if the decline in value is a result of an examination in a way as could be expected during an in-store evaluation. Generally the compensation for value may be avoided by not commencing to use the goods as an owner would, and to avoid any action that might lessen the value of the goods.

Offers/Prices/Running Accounts

All offers are subject to change. The prices stated are net-prices (unless stated otherwise) and are calculated with the addition of the mandatory value added tax. Bendel Werkzeuge company reserves the right to limit the amount of their items per delivery to a customary amount. If so desired we can arrange the delivery of the goods via a shipping company of our choice. If no other agreements have been made, the shipping/availability terms are ex warehouse. We will keep an account for our customers. Running account agreements as described in common commercial law apply. Payments will be applied to the oldest open invoice.

Conditional Sales/Attachment

Bendel Werkzeuge will retain title to all goods delivered until such time of complete payment for all existing claims resulting from the business transaction. The most current outstanding balance is always applicable as long as we carry a running account for you. The conditional sales extend to the finished product resulting from any possible processing of our product. In case of further processing, combination or mixing of our goods with other materials, we gain the title to the thereby resulting new products to the extent/ratio of the value of our goods to the other materials. Return of goods is replaced in that case by the customer's orderly warehousing of the goods at no cost to us. The buyer may sell our conditionally sold goods in regular commercial transactions or use them in manufacturing only as long as payments are up to date or payments have not been seized. If the buyer should sell the goods delivered by us – regardless of condition – he surrenders any thereby developing claim to payment – as the case may be, in the amount of the shared title value on our part – at that time, including any ancillary rights towards his customer. The customer has the right to collect on any claims surrendered to us until such time as to where we object for due reason. Bendel Werkzeuge company reserves the right to demand that the third party payee be informed about our partial rights to title, and furnish the information and documents necessary for collection of inquiry data immediately. Pledging or security transfers for our retained goods are prohibited. If conditional sales goods by Bendel Werkzeuge company should be subject of a seizure we are to be informed immediately and a copy of the bailiff's return statement must be included. The bailiff must be informed immediately about our share in title of the articles to be seized. Any costs resulting from appeals by the third party will be the responsibility of the buyer. We commit to release granted securities upon the request of the customer to our preference, as long as the value of the securities exceeds the claims by more than 25%.

Delivery times

As a rule we reserve the right to prior sale. Partial deliveries are acceptable, as long as no other terms have been agreed upon beforehand. If there are no written terms of delivery otherwise, the fulfillment of the order will be in the sequence of the purchase order.

Warranty and Claims

If materials delivered should show obvious material or production errors, which may include transportation damage, a written claim must be sent to us or the shipping company commissioned by us immediately. Complaints concerning incomplete and/or incorrect deliveries charges or reprobates for covered defects have to be received within 8 days of receipt of goods at our facility in writing. Please make sure to note the regulation concerning reproves according to § 377 HGB, paragraph 377, German commercial law. Warranty of 12 months from date of delivery by Bendel Werkzeuge company is guaranteed. It is our choice initially to repair or replace in case of deficiencies in the goods delivered. For evaluation, the goods are to be sent free of charge to us, i.e. no shipping costs to us. In case of a rightful claim, we will resend the goods to you free of charge as well. If the repair should not be successful, or the replacement goods are also deficient, you may return the goods for a complete refund of your purchase cost or keep the goods and discount the purchase price. The terms concerning compensation for use covered under "consequences of returned goods" are also valid in case of return because of quality claims. Consumable parts are not covered by this warranty. The warranty claim is forfeited if tools fail because of improper use or overstrain because of devices (pipes or extensions), or because our user guide instructions were not heeded. The buyer must be able to furnish proof of purchase during the warranty period.

Compensation for damages

Further claims of any kind, especially claims for damages that did not occur to the delivery item itself, are excluded completely, unless the Bendel Werkzeuge company acted intentionally or grossly negligent or the company declared a special assured condition in a written statement. These special conditions may not be deduced from brochures or illustration in other media, even that of the Bendel Werkzeuge company, but must be explicitly confirmed in writing by us. The warranty for intentional acting of employees/aids and legal representatives is excluded. Printed material and data media of all kinds, our logo, brochures, catalogs, price lists, individual images, descriptions, data media and other media of any kind will always remain the property of the Bendel Werkzeuge company. We also claim, to the full extent of the law, intellectual property rights for their contents. Our logo, offers, brochures, catalogs, price lists, images, descriptions, data media and other media, like depicted for instance in the Internet and e-mail traffic, may not be copied or made available to third parties without our written permission.

Images, dimensions, weights and technical data

Images, dimensions, weights and technical data are only approximations. We also retain the right to replace the depicted and described products with like kind products in case of delivery delays by the manufacturer or other discrepancies. We reserve the right to change without notice all technical data for the purpose of product maintenance.

Payment terms

Deliveries are exclusively prepaid and shipped immediately after receipt of payment. Payment may also be made as cash on delivery for an additional fee within the delivery area of the Federal Republic of Germany. Assuming proper creditworthiness, delivery may also be done as debit request or on account. We reserve the right to request appropriate insurance services at our expense. We insist on reserving the right to reject this delivery variant – without stating cause. In that case the customer is no longer bound by the purchase contract.

Liability and secondary obligations

Advice and information about the use of our delivery items will be given to the best of our ability. We explicitly exclude all liability for use, because responsibility for determining usefulness and specific use of our product rests with the customer.

Data protection

All data relating to personnel/persons is handled strictly confidentially. Data necessary for the transaction of business is stored and passed to shipping companies during order processing if necessary. Your documents are protected during data processing under full consideration of the law.

Jurisdiction

Place of performance for delivery and payment is the seat of the company Bendel Werkzeuge GmbH & Co. KG . In legal disputes arising from a contractual relationship with merchants , legal persons under public law or public special assets the place of court is exclusively the responsible court at the seat of Bendel Werkzeuge GmbH & Co. KG, unless otherwise expressly determined by the law.

Final remark

If the nullity or illegality of individual contractual provisions , including through legislative amendment is found by a court of, the legal validity of the remaining terms and conditions shall not be affected.

This terms and condition are a translation of the German version. It's being understood that in case of discrepancies between the two versions, the German text shall prevail.