

# General terms and conditions business

## ***I. General***

1. These sales and delivery conditions (S & D) constitute a binding contractual agreement for the entire business relationship between us and our customers, even if not expressly referred to in individual cases.
2. The customer's rights arising from transactions with us are not transferable.
3. The ineffectiveness of individual contractual provisions does not affect the validity of the contract.
4. Customer's purchasing conditions are ineffective against us, even if not expressly objected to.
5. Deviating agreements are only legally effective upon our written confirmation.

## ***II. Offer***

1. Our offers are non-binding.
2. Offers, cost estimates, models, drawings, contract, and delivery documents must not be made accessible to unauthorized third parties. We retain copyright and ownership rights to them.
3. Orders, agreements, assurances, etc., made by our representatives and employees are confirmed in writing; the lack of confirmation does not affect their legal validity.
4. Objections to confirmations must be made promptly, at the latest within one week in writing.

## ***III. Prices (including discounts, dimensions, weights, etc.)***

1. Our prices are ex-warehouse or ex-works, excluding packaging. Our prices are subject to the applicable value-added tax on the day of delivery.
2. Confirmed prices apply only for the confirmed quantities.
3. Price and cost increases, changes in freight, customs duties, taxes, charges, etc., between order confirmation and delivery, entitle us to a price adjustment. Retroactive billing permitted at the time of delivery is deemed agreed.
4. Obvious errors, typographical, and calculation errors are not binding on us.

## ***IV. Delivery***

### **1. General**

- a) Every delivery, even carriage-free, is at the customer's risk. The transfer of risk begins with the handover of the goods to the carrier or forwarder, no later than when leaving the warehouse or factory.
- b) The careful selection of the shipping route and means of transport remains at our discretion, with no liability attached.
- c) Partial deliveries are permissible and are considered independent deliveries.
- d) Delivery capability, as well as proper and timely self-supply, remain reserved, even for confirmed orders.

### **2. Delivery dates and deadlines**

- a) Unforeseeable circumstances and events at our end or with our suppliers that delay delivery exclude replacement procurement, damage claims, and withdrawal from the contract. An appropriate grace period beyond the duration of the hindrance is deemed agreed.
- b) Failure to meet delivery dates and deadlines does not release the customer from the obligation to accept the goods.

### **3. Packaging**

The goods are shipped unpacked or packed in the customary manner. Packaging is invoiced at cost price. Return and reimbursement of packaging are only possible by special agreement.

### **4. Transport and Breakage Insurance**

Insurance against transport damage, loss, and breakage is only carried out upon the explicit request of the customer at their expense. Damage reports must be made promptly upon receipt of the goods and confirmed in writing regarding nature and extent within 3 days.

Transport damage and shortages must be determined immediately upon receipt of the shipment by official railway inspection or similar evidence and certified on the accompanying documents (waybill, etc.). Claims arising from damages must be assigned to us upon request.



## 5. Warranty

a) If a defect for which we are responsible exists, we are entitled, at our discretion, to remedy the defect or provide a replacement. In the case of defect remedy, we are obliged to bear all necessary expenses for defect correction, especially transport, travel, labor, and material costs, to the extent that these do not increase because the purchased item was taken to a location other than the place of performance.

b) If defect correction fails, or we are unwilling or unable to remedy the defect or provide a replacement, or if this is delayed beyond reasonable deadlines for reasons attributable to us, the customer is entitled to withdraw from the contract.

c) Further claims by the purchaser, especially claims for damages, including lost profits or other financial losses to the purchaser, are excluded.

d) The above limitation of liability does not apply if the cause of the damage is based on intent or gross negligence.

e) If a significant contractual obligation is negligently violated, our liability is limited to foreseeable damages.

f) The warranty period is 12 months from the transfer of the purchased item. The same period applies to claims for compensation for consequential damages, provided that claims for unlawful acts are not asserted.

## V. Setoff Prohibition

Withholding payments or offsetting them against disputed counterclaims on our part is impermissible.

Our deliveries are made only under the following conditions, which are deemed accepted by placing an order.

Orders placed with us only become legally effective after our written confirmation.

Contrary conditions of the buyer are binding only if expressly confirmed by us.

**Prices:** Prices are ex-works, excluding packaging, unless otherwise agreed.

**Delivery Times:** Specified delivery dates are to be adhered to whenever possible but are to be considered approximate and non-binding. Delivery delays do not entitle the buyer to claims for damages or to purchase coverage, nor to cancel the order.

Extraordinary circumstances, force majeure, official measures, or other unforeseen events leading to operational restrictions entitle us to cancel the purchase contract in whole or in part without compensation.

## Reservation of Ownership:

Until full payment is made, all delivered goods remain our property and, as long as they are not integrated into the processing cycle, must be stored separately from similar goods.

F.A. Schmidt is the rightful owner of the trademark ANKER-HERZ (as pronounced below). Its use by any third party is strictly prohibited without prior written consent from F.A. Schmidt.

## VI. Retention of Title

1. In case of seizures or other third-party interventions, the purchaser must notify us immediately in writing.

2. Processing or transformation of the purchased item by the purchaser is always done for us. If the purchased item is processed with other items not owned by us, we acquire co-ownership of the new item in proportion to the value of the purchased item compared to the other processed items at the time of processing.

## VII. Place of Performance and Jurisdiction

1. The place of performance for delivery is the respective shipping location of the goods. The place of performance for all obligations of the customer is the location of our company.

2. The exclusive place of jurisdiction is the Remscheid Local Court or the Wuppertal Regional Court, including for claims in documentary, bill, and check proceedings.

ANKER-HERZ



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