Item 1 Scope of the Conditions of Sale

1. The following Conditions of Sale shall apply for all deliveries, performances and offers of ECO Schulte GmbH & Co. KG (hereinafter referred to as “Vendor”). For the purpose of these conditions, the Customer is the bearer of responsibility. If and to the extent that the conditions of sale shall also be considered as included, even if they have not been expressly referred to again.

2. General Terms and Conditions of the Customer are rejected. They shall only be considered agreed when and so far as the Vendor has expressly agreed to them in writing.

Item 2 Offer and conclusion of contract

1. The offers of the Vendor are non-binding and subject to changes.

2. Acceptance of orders shall require the written or telex confirmation of the Vendor to become legally binding. Such confirmation sent by data transmission and/or computer print-out are also valid without a signature.

3. The same shall apply to deviations from these Conditions of Sale and other additions, amendments or supplementary agreements.

4. All custom orders shall be deemed as binding contract offers of the customer.

5. Decisive for the content and scope of deliveries and services is the written order confirmation from the Vendor. This shall also apply for orders submitted to our sales representatives and / or sales force staff.

Item 3 Prices

1. The prices apply in euro plus VAT at the respectively valid rate.

2. Provided no fixed price has been expressly agreed, the prices shall be binding up to the delivery date specified. Where no such delivery date has been agreed, the Vendor shall be bound by the agreed price for the duration of four months from confirmation of the order. Thereafter, the Vendor shall be entitled, in the event of a cost increase which ensues after issue of the order confirmation (e.g. due to an increase in material, wages or other costs to be borne by the Vendor), to affect appropriate price increases, provided he is not already in default in delivery. Where the Vendor incorporates changes required by the Customer, the Vendor shall be invoiced for the ensuing additional costs.

3. The forwarding charges including the costs of packaging shall be itemized separately and are to be borne by the Customer.

Item 4 Delivery costs in the event of return of goods

1. When the Vendor accepts returned fault-free merchandise, which requires his express agreement, a processing fee with the respectively valid VAT is to be paid by the Customer.

Item 5 Times of delivery and performance, default

1. The observance of deadlines for deliveries presupposes the timely receipt of all details to be provided by the Customer, all documentation, the necessary approvals (including any necessary import licenses) and clearances, in particular plans, as well as the observance of the agreed payment conditions, including the timely payment of down payments agreed separately and other obligations by the Customer. If these conditions are not met in time, the delivery periods shall be extended accordingly, provided a delay is not the responsibility of the Vendor.

2. Business to be settled on a fixed date requires expressed written confirmation of the readiness for dispatch.

3. The delivery obligation remains under the reservation of deliverability.

4. Deviations in delivery and performance due to force majeure (abnormal disruptions, industrial disputes (in particular strikes and lockouts) or short ages of raw material or other events which are not within the responsibility of the Vendor) or unjustified delay of any party (e.g. transport companies) shall allow the Vendor to extend the delivery date by the duration of the hindrance, even when this has been agreed in binding form. If the delivery is impossible or unreasonable for the Vendor due to circumstances of this kind, he may withdraw from the contract entirely or in part. Changes to the delivered merchandise on the instructions of the Customer shall lead to an appropriate extension of the delivery deadlines.

5. Should the hindrance last for longer than two months, the Customer shall be entitled, after notification of an appropriate grace period, to withdraw from the part of the contract not yet met.

6. The delivery deadline shall be considered to have been met when the merchandise has been dispatched within the agreed delivery time or notification sent of the readiness for dispatch.

7. If the delivery date or the delivery deadline is not observed by the Vendor, the Customer shall be entitled to specify an appropriate grace period in writing. If the Vendor culpably fails to deliver within the specified grace period, the Customer shall be entitled to withdraw from the contract.

8. To the extent that the Vendor is responsible for the non-observance of bindingly agreed deadlines, the Customer shall be entitled to compensation for losses caused by culpable delay, restricted to maximum 5% of the net invoice value, and to compensation for any other material or service affecting one of the following unforeseen expiry of the period of grace specified by the Customer – provided he can prove that he has suffered losses as a result of the delay. The rights of the Vendor to compensation for losses caused by the Customer remain unaffected.

9. At the request of the Vendor, the Customer shall be obliged to declare to the Vendor, within a reasonable period of notice, whether he intends with drawing from the contract due to the delay in delivery, and / or demanding compensation for losses caused by delays.

10. If the supply, the dispatch or the delivery is postponed beyond the contractual date at the request of the Customer the Vendor may invoice the Cust-
1. The Vendor’s invoices are payable within 14 days of their issue (according to Section 247 BGB). The Customer shall be entitled to offset or retain if and insofar as the counterclaim is undisputed, recognised by declaratory judgement or ready for judgement.

Item 8 Product details
1. The details and illustrations contained in brochures and catalogues are approximates only. Customer shall be entitled to examine delivered merchandise for faults, and to provide notification of same to the Vendor. This right to examine for faults cannot be excluded or limited by the Customer, at the discretion of the Vendor, must effect payment of the return service. Nevertheless, the Vendor is entitled to carry out a delivery against payment in advance even in ongoing business relations. The Vendor shall declare a corresponding retention at the with the order confirmation.

Payment shall only be considered to have been rendered when the sum is at the disposal of the Vendor. In the case of bank drafts or cheques, the payment shall only be considered to have been rendered when the cheque or bank draft has been cleared.

2. If the Vendor is a consumer and the claim is a consumer claim, the Vendor can demand interest at the respective rate of interest applicable to consumers at the time of the invoice under Section 247 BGB. If the Customer can prove that the Vendor has incurred only a lower interest loss, or none at all, however, the Vendor shall remain free to calculate the interest loss on the basis of the statutory default rate. The Vendor reserves the right to claim further default damages.

4. The Vendor shall not be obliged to discount bank drafts. If, in individual cases, bank drafts are discounted on the basis of special agreements, the bank discounting and handling charges shall be borne by the issuer of the draft in the case of the receivables becoming due and are payable in cash with immediate effect.

5. Regardless of the payment arrangements concluded separately in individual cases, the receivables owing to the Vendor shall become due immediately when circumstances arise in the person of the Customer which make adherence to agreed payment arrangements no longer reasonable. This is the case when there are well-founded indications of a major deterioration of the financial standing of the Customer, in particular with the discontinuation of payments, cheque or draft protests or payment default, when it becomes evident as a result that the Vendor’s entitlement to return service is endangered through inability to pay on the part of the Customer. In this case, the Vendor shall also be entitled to set the Customer a deadline in which the Customer, at the discretion of the Vendor, must effect payment in cash or arrange additional services. Following effectless expiry of the deadline set by the Vendor, same shall be entitled to withhold from the performance.

6. Within the framework of warranty for defects, the Customer may only withhold payment following submission justified of notice of defects to an extent which is a reasonable ratio to the material fault which has arisen. For the rest, a right of retention of the Customer is excluded.

7. The Customer shall only be entitled to set-off or retain if and insofar as the counterclaim is undisputed, recognised by declaratory judgement or ready for judgement.

8. The Vendor shall be entitled to assign the claims arising from the business relationship with the Customer.

Item 11 Compensation / Limitation of liability
1. Compensation claims of the Customer, for whatever legal reason, in particular for infringement of contractual obligations or of any other legal relationship or for compensation claims of the Customer against the Vendor and his vicarious agents relating to a material defect, or claims other than those regulated in this section and Item 11, are excluded unless mandatory liability applies in accordance with the product liability law, in the case of liability for deliberate of grossly negligent conduct, for injury to life, limb or health, for the infringement of major contractual obligation or where the Vendor has issued a guarantee of particular properties or has concealed the defect maliciously.

2. The liability limitations resulting from clause 11.1 above also apply in cases of non-compliance by persons whose fault the Vendor is responsible for pursuant to statutory provisions.

3. The compensation claim for the infringement of major contractual obligations (i.e. an obligation which needs to be fulfilled for a proper execution of the contract and on whose fulfillment the contractual partner may regularly rely on and de facto typically does so) shall, however, be limited to the foreseeable losses typical of this kind of contract; any further limitation is not excluded for other reasons due to deliberate or grossly negligent conduct or injury to life, limb or health.

4. If the Vendor provides technical information or acts as an advisor and these information and advises are not part of the contractual obligations of the Vendor and are given voluntarily, then this information and advises are given free of charge and under exclusion of any liability.

5. In the event that justifiable claims are asserted against the Vendor, the Vendor reserves ownership of the merchandise he delivers until payment of the purchase price has been rendered in full and until settlement of all existing and future claims of the Vendor against the Customer arising from the business relationship.

6. The Vendor authorises the Customer to collect receivables assigned to the Customer as originating from the delivery of the Vendor and separated of other company. In such a situation the Vendor shall also be entitled to take back the reserved goods.

7. The Customer is authorised to process the merchandise delivered under reservation of ownership of the new merchandise as a manufacturer within the meaning of Section 950 BGB, while the Customer holds the merchandise on account for the Vendor. When processed with other goods not delivered by the Vendor, the Vendor shall be entitled to co-ownership of the new merchandise at the time of its creation and the new merchandise is not a consumer shall be in default at least 30 days after the due date and receipt of the return service. Nevertheless, the Vendor is entitled to carry out a delivery against payment in advance even in ongoing business relations. The Vendor shall declare a corresponding retention at the with the order confirmation.

8. When demanded by him, the Customer, the Vendor must release part of the securities providing their value exceeds the receivables over a longer period by over 20 %.

Item 10 Payment
1. The Vendor’s invoices are payable within 14 days of their issue (according to invoice date) and delivery and acceptance with 2 % cash discount or within 30 days of the invoice date and delivery and acceptance without discount.

If the Vendor fails to make settlement within 30 days of the invoice date, he shall be in default, even without a reminder. If the time of receipt of the invoice or payment of the receipt itself, the Customer is not a consumer shall be in default at least 30 days after the due date and receipt of the return service. Nevertheless, the Vendor is entitled to carry out a delivery against payment in advance even in ongoing business relations. The Vendor shall declare a corresponding retention at the with the order confirmation.

2. Payment shall only be considered to have been rendered when the sum is at the disposal of the Vendor. In the case of bank drafts or cheques, the

Conditions of sale ECO Schulte GmbH & Co. KG
Item 12 Data protection
1. The provisions according to the current data protection law apply.
2. The data protection declaration required by the data protection law is deposited on the Vendor’s website, which is expressly referred to here.
   https://www.eco-schulte.com/datenschutzerklaerung/

Item 13 Place of performance, applicable law, court of jurisdiction, partial nullity
1. The Vendor retains all his proprietorial and copyright exploitation rights, without restriction, to all drawings, illustrations, plans, calculations, execution instructions, product descriptions, models or samples, substances, containers or packaging materials, cost estimates and all relevant other documents (hereinafter referred to as “Documents”). The Documents may only be made accessible to third parties with the prior approval of the Vendor and, when the order is not placed with the Vendor, returned to the Vendor on demand without undue delay.
2. The Customer is obliged to keep all Documents secret which are made available to the Customer or become known to the Customer in any other way in connection with the execution of the contract. Without the Vendor’s prior written consent the Customer is prohibited to grant third parties access to the Documents or make these Documents available to third parties in any other way. This duty of secrecy shall only be terminated if and insofar as the knowledge contained in the Documents has become generally known or the Vendor has waived this obligation of secrecy in writing.
3. Place of performance for the mutual primary and secondary obligations arising from the contracts, as well as all rights and duties arising from the contract, shall be Menden.
4. For these Conditions of Sale and the entire legal relationship between the Vendor and the Customer, the laws of the Federal Republic of Germany shall apply, under exclusion of the UN Convention on the International Sale of Goods.
5. Court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Menden, when the Customer is a merchant, legal entity under public law or special fund under public law.
6. Should any provision in these Conditions of Sale or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected.