

All deliveries and services of **RADO Gummi GmbH** with its registered seat in Ulfe-Wuppertal-Straße 17-19, D-42477 Radevormwald (Germany) are solely subject to our following Terms of Sale, whose modification or termination, all or in part, requires our prior written consent.

§ 1 Conclusion of contract, delivery dates

1. Our offers are all non-binding.
2. By ordering a product, the purchaser (Customer) bindingly declares the intention to purchase the ordered product. We are entitled to accept the contract offer implicated by the order within two weeks after receipt of the order. The acceptance can be declared either in writing or by delivery of the product to the Customer.
3. Delivery dates stated in our order confirmations are valid under the reservation of a trouble-free operation. If we do not receive raw materials promised by our suppliers in time, or if unplanned, massive machine or staff failures or other circumstances attributable to force majeure result in production interruptions, we will inform the Customer as soon as possible about the resulting delay in delivery. However, we are not liable for any resulting consequential damage to the Customer or even to his customers.

§ 2 Retention of title

1. We reserve title of all delivered products until complete payment of all our claims from current business relations.
2. Customer is obligated to notify us without delay of third party access to the products, for example in the event of a seizure, as well as any damage to or destruction of the products. Customer shall immediately notify us of a change of possession of the products.
3. We are entitled, in case of infringement of contract by the Customer, in particular in case of default, to withdraw from the contract and to request return of the products.
4. Customer is entitled to resell the products in the normal course of business. Customer hereby assigns to us all claims up to the invoice amount, which accrue to him due to the resale against a third party. We hereby accept this assignment. Notwithstanding the assignment above, Customer is authorized to collect the claims until further notice. We reserve the right to collect the claims ourselves, as soon as Customer fails to meet his payment obligations and is in default of payment.
5. Processing and conversion of the products by Customer is always carried out in our behalf and by our order. If conversion takes place with items not belonging to us, we shall acquire co-ownership of the new items in proportion to the value of the products delivered by us to the other converted items. The same applies, if products are mixed or combined with other items not belonging to us.

§ 3 Payments, due date, default

The conditions and terms of payment agreed to at the time of the conclusion of the contract apply. If nothing has been explicitly agreed, our claims are due immediately. Bills of exchange are not accepted. During delay of payment, our claims are subject to interest at 9% above the base rate. We reserve the right to prove and assert a higher damage caused by default.

§ 4 Transfer of risk

The risk of accidental loss or damage to the products is transferred to Customer with the handover to the Customer; in case of sale by delivery to a place other than the place of performance with the handover to the hauler, the carrier or the person or institution otherwise responsible for carrying out the delivery.

§ 5 Warranty

1. In case of a defective product, we initially provide warranty at our discretion by repair or replacement (supplementary performance).
2. If supplementary performance fails twice, Customer may, at his discretion, demand a reduction of the purchase price or the cancellation of the contract (withdrawal). However, in the event of a minor infringement of contract, especially in the event of a minor defect, Customer is not entitled to cancel the contract.

3. Customer shall notify us of obvious defects within a period of one week from receipt of the product in writing; otherwise the assertion of warranty claims is excluded. If a defect not apparent on receipt of the product later appears, Customer must immediately notify us in writing, otherwise the assertion of warranty claims is likewise excluded. Customer bears the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the complaint.

4. If Customer chooses to withdraw from the contract because of a legal or material defect after failed supplementary performance, he is not entitled to additional compensation for damages due to the defect.

If Customer chooses compensation for damages after failed supplementary performance, the product shall remain with the Customer if this can be reasonably expected. The direct compensation for damages is limited to the difference between the purchase price and the value of the defective product.

5. The warranty period is 12 months from the delivery of the product. This does not apply if Customer has not notified us of the defect in time (according to bullet 3. above).
6. Only the product description as agreed is relevant for the quality of the product. Public statements, commendations or advertising do not constitute a contractual description of the product quality.
7. Guarantees in the legal sense we do not declare.

§ 6 Limitations of liability, consequential damages

1. In the event of slightly negligent breaches of duty, our liability for consequential damages (including loss of profit) is limited to foreseeable, contract-typical, direct average damage according to the type of product. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.

In case of slightly negligent violation of insignificant contractual obligations, we are in principle not liable for consequential damages.

2. Customer is obliged to immediately stop the further processing of the product immediately after the detection of a defect (§ 5 bullet 3. above) as well as the further placing on the market. If Customer violates this obligation, our liability for resulting consequential damages is excluded.
3. Likewise, our liability is excluded for any consequential damages (including lost profits) incurred in a country that is not a member of the European Union. This applies in particular in the event that Customer resells the product to such a country - unprocessed or processed - or otherwise places the product on the market in such a country.
4. The above limitations of liability do not apply to claims arising from product liability within the territorial scope of the Product Liability Act. Furthermore, the limitations of liability do not apply to physical and health damages attributable to us or loss of life.
5. All claims for damages expire 12 months after delivery of the product. This does not apply in the event of malice or intent.

§ 7 Final Provisions

1. Deviating, conflicting or supplementary General Terms and Conditions of Customer, even if known, are not part of the contract, unless we have expressly agreed to their validity in writing.
2. Exclusive place of jurisdiction is Wipperfürth / Germany.
3. In addition to these Terms of Sale, the law of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), is solely applicable.
4. The ineffectiveness of particular provisions of these Terms of Sale shall not affect the validity of the remaining provisions.