

General Terms and Conditions of IsoProfil GmbH & Co. KG

Purchasing and Delivery (last updated: October 2020)

1. Offers – contents of contract

1.1. IsoProfil's orders are only binding if they are placed in writing or, if they have been placed verbally, confirmed in writing.

1.2. The supplier must confirm acceptance of the order in writing within 3 working days.

1.3. We do not recognise any order confirmations of the seller made on the basis of any other purchase conditions than these. IsoProfil's conditions of purchase also apply to future orders.

2. Terms of payment

2.1. The prices agreed are fixed prices and are understood to cover free delivery to the place of use, including packaging and freight costs. If a price "ex works" or "ex warehouse" is agreed in exceptional cases, we will only assume the most favourable freight costs. All costs incurred up to time the goods are handed over to the carrier, including loading and cartage, shall be borne by the seller. The agreement on the place of performance shall not be affected by pricing.

2.2. If, by way of exception, IsoProfil have agreed to bear the packaging costs, we are entitled to return to the seller any packaging which is in good condition, carriage paid, against a refund of 2/3 of the value indicated for this in the invoice. Other shipping instructions must be expressly pointed out in the delivery note.

2.3. We reserve the right to accept excess or short deliveries.

3. Delivery periods – delay in delivery

3.1. If the seller realises that the agreed delivery periods cannot be met, he is obliged to inform IsoProfil of this verbally and in writing without delay.

3.2. If the deadline is exceeded, we shall be entitled to have the performance not yet rendered by the seller performed by a third party at the seller's expense after the fruitless expiry of a reasonable grace period set by us. In this case, IsoProfil are also entitled to withdraw from the contract.

4. Warranty

4.1. The seller assures that the delivered goods comply with the legal and official regulations applicable to their distribution and use and do not infringe any third-party rights.

4.2. The warranty period is 2 years, as calculated from the date of delivery.

4.3. After the seller has notified us that he is ready to deliver, we shall inspect the delivery either before dispatch at the seller's works or upon receipt, insofar as this is deemed necessary in the ordinary course of business and according to the type and intended use. The seller waives the defence of late notification of defects.

4.4. Defects in the delivery that are notified during the warranty period and that also include the absence of warranted characteristics shall be remedied at once and free of charge by the seller upon request and the resulting incidental costs shall be borne by the seller. If it is not possible to remedy the defect or if it is unreasonable for us to accept repaired parts, the seller shall replace the defective parts free of charge with parts that are free of defects.

4.5. In urgent cases or if the seller does not comply with his warranty obligation, IsoProfil are entitled to take the required measures ourselves at the expense and risk of the seller and without prejudice to the seller's warranty obligation. If subsequent improvement is impossible or unreasonable, the right to rescission or reduction remains unaffected.

5. Drawings and other documents

5.1. In the event that items are specially manufactured for us, the seller is obliged, after executing the order, to send us the drawings, calculations and other technical documents relating to the delivery item in the required number and execution corresponding to the actual execution. The seller is obliged to transfer to us the ownership of these documents free of charge; the intellectual property rights shall not be affected thereby. However, we are entitled to use the documents free of charge to carry out repairs and modifications and to manufacture spare parts.

5.2. Any consent on our part with regard to drawings, calculations and other technical documents shall not affect the warranty and other obligations of the seller with regard to the delivery item. This applies equally to suggestions and recommendations made by the seller, unless we have expressly accepted otherwise in writing.

5.3. Insofar as IsoProfil have provided the seller with any final planning documents, they shall remain our sole property and may not be used for other purposes or made accessible to third parties. They are to be returned by the seller at once upon completion of the order. We likewise reserve all rights to drawings produced in line with our specifications.

6. Delivery

6.1. One copy of the delivery notes shall be attached to the deliveries.

6.2. The bills of lading must include the full address of our registered office or of the place of receipt specified by us and the exact designation of the freight.

6.3. Deliveries can only be made to us at the following delivery times: Monday to Friday, 7:30 a.m. to 3:00 p.m.

6.4. If additional costs are incurred due to non-compliance with the afore-mentioned delivery regulations, they shall in any event be borne by the seller.

7. Terms of payment

7.1. All invoices shall be submitted to us in duplicate.

7.2. Unless special terms of payment have been agreed on, IsoProfil shall pay within 10 calendar days of delivery and invoicing, less 3% discount, or within 30 calendar days net.

7.3. IsoProfil's payments are not tantamount to acceptance of the invoice.

7.4. IsoProfil are entitled to offset claims against claims of the seller.

7.5. Claims of the seller arising from this contract may only be assigned to third parties with our consent. In the event of assignments made on the basis of an extended retention of title, consent shall be deemed to have been given from the outset, subject to the proviso that offsetting shall also be permissible after notification of the counterclaims acquired by assignment.

8. Place of performance – place of jurisdiction – applicable law

8.1. The place of performance for deliveries and services shall be our registered office in Wuppertal or the place of use as specified by us.

8.2. The exclusive place of jurisdiction for all disputes concerning or arising from the contract, including litigation regarding bills of exchange and cheques, shall be Wuppertal. However, IsoProfil have the right to sue the seller at any other court of jurisdiction applicable to him.

8.3. In the event of foreign business transactions, the entire contractual relationship shall be subject to the law of the Federal Republic of Germany, unless another legal system is mandatorily applicable. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

8.4. Should one or more of the above conditions be invalid, the remaining conditions shall remain unaffected. In such an event, the purchaser and seller undertake to replace an ineffective condition with an effective one that comes closest to the economic purpose of the ineffective one.