

GTC

General Terms and Conditions of [Ecor GmbH](#) | Börneweg, 12 | D-35394 Giessen

§1 Scope of application

All of our offers, deliveries and services are based on our general terms and conditions of sale. Our terms of sale apply exclusively. Different conditions only apply if they have been expressly recognized by us in writing.

Acceptance of our service is considered acceptance of our terms of sale, even if the buyer has confirmed our service with deviating conditions. These general terms and conditions of sale only apply to entrepreneurs, legal entities under public law and special funds under public law.

§2 Offer and conclusion of contract

All our offers are subject to change and non-binding. Information in prospectuses, catalogues, etc. (also online) only represent offers for the offer. All contracts are only valid after our confirmation. Oral promises and guarantees by representatives and employees are only legally binding for [Ecor GmbH](#) if they are confirmed in writing by [Ecor GmbH](#). A contract is only formed when [Ecor GmbH](#) confirms the order in writing or indicates by delivering the goods that it accepts the order.

§3 Information in brochures, samples

Information in brochures, offers and written documents about our products, in particular dimensions and technical data, are only approximate; they do not represent a guaranteed quality, unless the guarantee is made expressly and in writing.

§4 Prices, terms of payment

In the absence of a special agreement, the prices apply ex works including loading and packaging, cash on delivery, if applicable, transport, tolls and freight insurance. Sales tax is added to the prices at the respective statutory rate.

In the event that the applicable prices of our suppliers or other costs related to our products increase between the conclusion of the contract and delivery, we are entitled to increase the agreed prices appropriately. The buyer is only entitled to set-off rights if his counterclaims have been legally established or recognized by us. All prices stated in our catalogue/ brochures/online shop do not include the statutory value-added tax and apply, unless otherwise stated in the order confirmation, from our place of business in Giessen. Delivery is made ex works in a form of shipment of our choice, or in accordance with agreements that deviate from these and are agreed separately and in writing with the buyer. Our invoices are normally 50% due for payment upon confirmation of the contract by the buyer, and the other 50% within a period of 7 days from receipt of the goods. If the customer defaults on payment, we are entitled to charge interest on arrears at a rate of 3% above the respective discount rate of Commerzbank Gießen. If we can prove damage caused by delay, we are entitled to assert this. In the case of contracts with an agreed delivery period of more than 4 months, we reserve the right to increase the prices in accordance with the cost increases that have occurred due to increases in wage costs or material prices. If the increase is more than 5% of the agreed price, the customer has the right to terminate the contract. The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us.

If the buyer is in arrears with his payments, [Ecor GmbH](#) is entitled - without waiving other rights and claims - to withdraw from the contract and to demand damages for non-performance. If [Ecor GmbH](#) becomes aware of facts that give rise to serious doubts about the solvency or creditworthiness of the buyer, [Ecor GmbH](#) is entitled to make all outstanding and deferred invoice amounts due immediately and to make further deliveries to the buyer dependent on advance payment or security make. If the buyer does not comply with such a request within a reasonable period of time, [Ecor GmbH](#) can either demand compensation or withdraw from the contract. A reasonable period in this sense is in any case a past further period of 7 working days.

§5 Deliveries and delays in delivery

Unless otherwise agreed in writing, our delivery times are only approximate. Even if a fixed delivery time or a fixed delivery date has been agreed, we must be given a reasonable grace period if we are in default. After the grace period has expired without result, the buyer can withdraw from the contract for the quantity that has not been reported ready for shipment at the end of the grace period.

Agreements on a binding delivery time must be made in writing. The delivery periods begin on the date of our order confirmation, but not before all details of the order have been completely clarified, the agreed receipt of documents and/or down payment and the provision of any certificates that may be required.

The specification of specific delivery periods and delivery dates by [Ecor GmbH](#) is subject to the correct and timely delivery of [Ecor GmbH](#) by suppliers and manufacturers. The following applies to delayed or non-deliveries caused by a sub-supplier: The delivery periods are extended - without prejudice to our rights arising from the buyer's default - by the period by which the buyer has fulfilled his obligations from this or other purchases by [Ecor GmbH](#) in default is. Circumstances for which [Ecor GmbH](#) is not responsible, as well as force majeure, entitle [Ecor](#) to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the part that has not yet been fulfilled. The buyer is free to request an explanation as to whether [Ecor GmbH](#) wants to withdraw or deliver within a reasonable period of time. If [Ecor GmbH](#) does not respond within a reasonable period of time, the buyer can withdraw. All delivery periods and delivery dates mentioned refer to the time of dispatch from the delivery plant or warehouse. They are deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own. The buyer is only entitled to claims for damages due to delay if our liability is not limited according to No. 9 of these General Terms and Conditions. Excess and/or short deliveries as well as color deviations for finished goods of +/- 10% are possible and must be accepted.

§6 Sample production

Insofar as a sample is made at the customer's request before the actual order is placed.

If the sample does not appeal to the customer, we will be happy to produce as many additional samples as desired at the customer's request (and at his expense).

If the customer decides not to place an order after looking at the sample - although we have offered to produce a new sample according to his wishes - the customer has to pay a flat fee of 20% of the net price of the order plus statutory VAT for the expenses incurred so far to pay to us. There may also be slight deviations in the correct color representations depending on the device used in the electronic transmission of previous sample productions. If the buyer wishes the samples to be sent and examined beforehand, he must notify [Ecor GmbH](#) of this in writing and bear the associated delivery costs.

§7 Shipping, transfer of risk

The risk of damage or loss of the goods passes to the buyer when the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or the delivery works.

Unless otherwise agreed, [Ecor GmbH](#) is not obliged to insure any goods. If the buyer requests it in writing, [Ecor GmbH](#) will insure the delivery with transport insurance at the buyer's expense.

§8 Retention of Title/Extended Retention of Title

The goods remain the property of [Ecor GmbH](#) until all current and future claims from business relationships with the buyer have been fulfilled. For this reason, the buyer is obliged to store the goods belonging to us (reserved goods) separately and to mark them accordingly. The buyer must store our reserved goods carefully and insure them adequately at replacement value against fire, water and theft damage at his own expense.

If the reserved goods are processed or mixed, mixed or combined with other items not belonging to [Ecor GmbH](#), we shall acquire co-ownership of the new item in relation to the value of the purchased item to the other processed items at the time of processing.

The buyer is entitled to resell the delivered item in the ordinary course of business. He already assigns to us all claims in the amount of the invoice value of our claim or corresponding to the value of the delivered goods subject to retention of title, which accrue to him through the resale to a third party. [Ecor GmbH](#) accepts the assignment. After the assignment, the buyer is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the buyer does not properly meet his payment obligations and defaults on payment. The end customer will be invoiced if the debtor is 6 weeks in arrears with his payment.

All claims to which the buyer is entitled with regard to the reserved goods from resale or for other legal reasons are hereby assigned in full to [Ecor GmbH](#) in advance; in the case of co-ownership, the assignment only includes the share of the claim corresponding to our co-ownership. Resale is only permitted if this assignment is secured. The buyer is only revocably authorized to collect the assigned claims in the ordinary course of business. At our request, he must notify his debtors of the assignment. The authorization of the buyer to dispose of the goods subject to retention of title and to process, transform, combine, mix and blend them, as well as to collect the assigned claims, expires in the event of non-compliance with the terms of payment, in the event of unauthorized disposal, in the event of bill and check protests and also if against the the buyer has applied for insolvency proceedings or we become aware of a significant deterioration in his financial situation.

In addition, **Ecor GmbH** is entitled to expressly prohibit the processing and any modification of the delivered reserved goods and to revoke the direct debit authorization and to inform third companies of the prohibition and revocation. In the event of attachments or other interventions by third parties, the buyer must notify the seller immediately so that the seller can file a suit. If the buyer does not fulfill this task, he is liable for the damage incurred.

§9 Notification of defects and warranty

The buyer must examine the goods and the packaging immediately upon delivery. In particular, the buyer must open and examine individual product samples. The buyer must notify us in writing of any recognizable defects, shortfalls or incorrect deliveries within 14 working days of delivery, but in any case before resale, use or processing. The buyer must report hidden defects in writing immediately after their discovery. Failing this, the goods are considered approved.

Our legal liability for defects is limited to supplementary performance, i.e., at our discretion, remedy of the defect or replacement delivery. The buyer must give us sufficient opportunity for supplementary performance; otherwise we are released from liability for the resulting consequences. Only in urgent cases, for example to ensure operational safety or to prevent disproportionately large damage, may the customer rectify the defect himself or have it rectified by a third party and demand reimbursement of the necessary expenses from us. The customer must return the replaced parts to us in any case. If the subsequent performance fails, the customer is entitled to reduce the consideration or - in the case of significant defects - to withdraw from the contract.

In the case of newly manufactured items or services, we are liable for 14 days from delivery; in the case of the sale of used products, our liability is fundamentally excluded. Claims by the buyer for covering purchases in the event of non-delivery are excluded.

On behalf of the customer, our products can be specially designed, printed, engraved or marked with other technical processes. If the customer submits his own templates for this design, he is responsible for ensuring that these templates are free of third-party rights. In particular, he must ensure that the use of the templates and the design of our products caused by him do not violate statutory provisions (e.g. law against unfair competition, trademark law). If the use of the templates submitted by the recipient violates legal regulations, the customer is obliged to reimburse us for the costs incurred as a result. The templates provided by the customer are decisive for our deliveries. The templates are to be checked for suitability by the customer before delivery. We assume no liability for defects that can be traced back to the templates supplied by the customer. We are also not obliged to inform the customer of any defects in the templates. Minor deviations in color and tonal value from the template do not entitle the customer to complain about the delivery and must be accepted. It should be noted that desired printing colors only come into their own almost true to color on a white background. Complaints about color deviations are excluded if no white printing ink is used on colored material! In the case of color reproductions in all printing processes, minor deviations from the original cannot be objected to.

The same applies to the comparison between proofs and production runs. In any case, the client must check the contractual conformity of the delivered goods as well as the preliminary and intermediate products, individual items, reference samples sent for correction. The risk of any errors is transferred to the customer with the declaration of readiness for printing, provided that the errors are not errors that only occurred or could only be recognized in the production process following the declaration of readiness for printing. The same applies to all other release declarations by the client. The customer's obligation to inspect the delivered goods also exists if outturn samples have been sent.

Further claims of the buyer due to defects than in accordance with the above paragraphs are excluded. We are therefore not liable for damage that has not occurred to the product itself, and not for other financial losses of the customer.

The above paragraphs do not apply if we are liable in accordance with Section 9 of these General Terms and Conditions.

§10 Liability

Ecor GmbH is only liable for damage other than damage to life, limb and health if this damage is based on intentional or grossly negligent action or on culpable violation of a material contractual obligation by **Ecor GmbH** or its vicarious agents. An obligation is essential to the contract, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the buyer can regularly rely. In the case of simple negligence, we are only liable for damage that is foreseeable and typical due to the contractual use of the goods. Any further liability for damages is excluded. Claims from a guarantee given by us for the quality of the object of purchase and the Product Liability Act remain unaffected.

§11 Written form, partial invalidity

Changes, additions or the mutual cancellation of this contract must be made in writing in order to be effective. Notifications by fax meet the written form requirement. The same applies to other declarations by the contractual partners that are required to justify, safeguard or exercise their rights, in particular complaints about defects, setting of deadlines or unilateral declarations of cancellation. The written form requirement cannot be waived by verbal agreement. Should a provision be or become void or ineffective, the validity of the other provisions shall remain unaffected. In the event of the ineffectiveness of one or more provisions of this contract, the contracting parties will agree on a legally effective replacement provision that comes as close as possible to the ineffective provision in economic terms.

§12 Credentials

The customer hereby expressly authorizes us to include him or his company and the products that we have designed or manufactured for him in our reference catalog and to use them for advertising purposes without restriction. However, the products may not be shown as references until they are offered on the market.

§13 Place of Performance, Place of Jurisdiction, Applicable Law

The place of performance for the buyer's payment obligations and for our obligations is Giessen.

Giessen is agreed as the place of jurisdiction for disputes arising from and in connection with this contract. However, we are entitled, at our option, to file suit against the buyer at his general place of jurisdiction. The law of the Federal Republic of Germany applies to all legal relationships between the buyer and us.

The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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