

# General Terms and Conditions of Sale



## 1. Application and scope

- 1.1. The sale of equipment offered by Humbert Baulegistik GmbH is subject exclusively to the individually negotiated contractual agreements as well as these General Terms and Conditions of Sale. By concluding the first contract under the following terms and conditions, the Buyer recognizes the validity of those terms and conditions for the entire duration of the business relationship between the parties. This applies in particular to all follow-up transactions, including those concluded orally or over the telephone.
- 1.2. The Seller shall not be bound by any of the Buyer's own conditions unless the Seller expressly agrees to them.
- 1.3. Any supplements, deviations or other ancillary agreements shall be recorded in writing.
- 1.4. Pursuant to Section 310 (1) of the German Civil Code (BGB), these General Terms and Conditions of Sale shall apply to companies, legal entities under public law or special funds under public law.
- 1.5. Unless otherwise agreed, all offers made by the Seller are subject to change.
- 1.6. If the Seller is also to provide assembly services for the Buyer under the contractual relationship, the General Terms and Conditions of Assembly shall apply to those services.

## 2. Transfer of the sales object, notification of defects and liability of the Seller

- 2.1. The Seller shall deliver the sales object in a ready-to-operate condition, together with the necessary documents, or have it ready for collection. The Buyer must ensure that the sales object is loaded and unloaded promptly and properly on the construction site. The Buyer is free to inspect the sales object in consultation with the Seller and to report any defects before accepting the handover. The handover shall be documented (e.g. by means of a delivery note).
- 2.2. If the sales object is sent by post at the request of the Buyer, the risk of accidental loss or accidental deterioration of the sales object passes to the Buyer at the latest when it leaves the warehouse. This applies regardless of whether the shipment is made from the place of performance and regardless of who bears the freight costs.
- 2.3. If the Seller is in default with the handover of the sales object, the Buyer can demand compensation if it can be proven that it has incurred a loss. In the event of slight negligence on the part of the Seller, compensation for each full week of delay is limited to 3 % of the delivery value, up to a maximum of 15 % of the delivery value. After setting an appropriate deadline, the Buyer can withdraw from the contract if the Seller is still behind schedule at that point in time.
- 2.4. Claims for defects are excluded in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear, or damage arising after the transfer of risk as a result of incorrect or careless treatment, excessive use, unsuitable operating materials, improper construction work, unsuitable building ground or due to unusual external influences that are not assumed under the contract.
- 2.5. Complaints about obvious defects shall no longer be accepted if the Seller does not receive a written notification of defects within two working days of the transfer of risk of the sales object.
- 2.6. The Seller must rectify the defects that have been reported in good time or, at its discretion, make a replacement delivery. Instead, the Seller may authorize the Buyer, with the Buyer's consent, to have the necessary repairs carried out in the Buyer's own name or to carry them out itself. In this case, the Seller shall bear the necessary costs.
- 2.7. Claims for damages against the Seller, in particular compensation for damages that have not occurred to the sales object itself, can only be asserted by the Buyer in the event of  
- Intent,  
- Gross negligence on the part of the Seller/the agents or executive employees of the Seller,  
- Culpable injury to life, body, health,  
- Defects that were fraudulently concealed by the Seller or whose absence the Seller has guaranteed, insofar as liability exists under the Product Liability Act (ProdHaftG) for personal injury or property damage to privately used items.  
In the event of culpable violation of essential contractual obligations, the Seller shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Otherwise, liability is excluded.

## 3. Purchase price and payment

- 3.1. Unless otherwise agreed, the purchase price shall be payable, without any deduction, upon presentation of a corresponding invoice within 14 days of the invoice date.
- 3.2. The Buyer shall only have a right of retention or a right of set-off with counterclaims of the Buyer that are undisputed by the Seller or have been upheld in a court of law.
- 3.3. Unless otherwise agreed in writing, all prices are ex works (registered office of the Seller), plus transport and packaging. Both will be invoiced separately.
- 3.4. If the Buyer reduces the invoice amount or pays a reduced invoice amount (excluding the deduction of a discount) without having reached a written agreement with the Seller in advance, the Seller reserves the right to charge a flat-rate processing fee of up to 10% of the original net invoice amount to clarify the matter.
- 3.5. All prices are net plus the statutory value added tax applicable on the day of invoicing.

## 4. Retention of title

- 4.1. The Seller retains ownership of the delivered sales object until full payment of all claims arising from the business relationship with the Buyer as been made. As long as ownership has not passed to the Buyer, the Buyer is obliged to preserve the condition of the sales object which it was in at the time of the transfer of risk to the Buyer. Otherwise, the Buyer shall pay damages if the sale should definitively fail. The Seller shall insure the sales object at its own expense against theft, fire and water damage, with the sum insured being adequate to cover the cost of replacing the object at new. If maintenance and inspection work is required, the Buyer shall carry out such work at its own expense in good time or have it carried out by a competent third party if it is not qualified to do so itself.
- 4.2. As long as ownership has not yet been transferred, the Buyer shall notify the Seller immediately in writing if the sales object is seized or subject to other interventions by third parties. If the third party is unable to reimburse the Seller for the judicial and extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Buyer shall be liable for the loss incurred by the Seller.
- 4.3. The Buyer is entitled to resell the reserved goods in the normal course of business. The Buyer hereby assigns to the Seller the claims of the Buyer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with the Seller (including value added tax). This assignment applies regardless of whether the sales object has been resold without or after further processing. The Buyer remains authorized to collect the claim even after the assignment. The authority of the Seller to collect the claim itself remains unaffected. The Seller will not collect the claim as long as the Buyer meets its payment obligations from the collected proceeds, is not in default of payment and, in particular, has not filed for bankruptcy or ceased payments.
- 4.4. The processing or alteration of the sales object by the Buyer is always carried out in the name and on behalf of the Seller as long as ownership has not been transferred to the Buyer. In this case, the expectant right of the Buyer to the sales object continues with regard to the alteration. If the sales object is processed with other objects that are not the property of the Seller, the Seller acquires co-ownership of the new object in the ratio of the objective value of the sales object to the other processed objects at the time of processing. The same applies in the event of mixing. If the mixing is done in such a way that the Buyer's item is to be regarded as the main item, it is agreed that the Buyer transfers proportional co-ownership to the Seller and preserves the resulting sole ownership or co-ownership for the Seller. In order to secure the claims of the Seller against the Buyer, the Buyer also assigns to the Seller such claims as may arise for it against a third party as a result of the combination of the reserved goods with a property; the Seller hereby accepts this assignment.
- 4.5. The Buyer shall assign to the Seller, as security or fulfillment, all current and future claims arising from the contracts for work and services with its clients with regard to all construction sites on which the sales object has been used, as long as it was not yet the property of the Buyer. The Seller hereby accepts the Buyer's declarations of assignment. At the request of the Seller, the Buyer shall provide evidence of these claims individually and notify its clients of the assignment that has taken place, with the request to only pay the Seller up to the amount of the outstanding claims. The Seller is entitled to also notify the clients of the assignment itself and collect the claim at any time. The Seller will not, however, make use of these powers and will not collect the claims as long as the Buyer meets its payment obligations. In the event that the Buyer collects claims that have been assigned to the Seller, the Buyer hereby assigns to the Seller its respective residual claim in the amount of this claim. The right to surrender the collected amounts remains unaffected. The Buyer may not assign or pledge its claims against the respective client to third parties without the consent of the Seller, nor may it agree a prohibition of assignment with its client. The Buyer shall notify the Seller immediately of any attachment or any other impairment of its rights by third parties. The Buyer shall hand over to the Seller all documents necessary for an intervention and bear the intervention costs incurred by the Seller.

## 5. Place of jurisdiction

5. If the Buyer is a merchant, a legal entity under public law or a special fund under public law, the place of performance and exclusive place of jurisdiction, also for lawsuits concerning documents and bills of exchange, for all current and future claims arising from the business relationship shall be, at the Seller's discretion, the Seller's head office in Dorsten.
6. **Other provisions**  
German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Should any individual provisions of these terms and conditions be invalid, the remaining provisions shall remain unaffected.