

## **Terms and Conditions of Sale and Delivery (version of 2016)**

### **1. General**

Concerning all relationships with our customers acting as businessmen, contractors or corporate bodies under public law or representing a special asset body under public law (hereinafter referred to as "Purchasers") the following rules and the General Terms of Delivery for Products and Services of the Electrical Industry (Green Terms of Delivery, version of 2011) issued by the Central Association of the German Electrical and Electronics Industry (ZVEI) (hereinafter referred to as "GTD") shall apply. These terms can be viewed on our website at [www.alre.de](http://www.alre.de), where they are also available for download. We are "Supplier(s)" within the meaning of the GTD.

### **2. Offers and quotations**

- 2.1. Our offers and quotations are non-binding, unless we have expressly designated them as binding.
- 2.2. Acceptances and orders require our written confirmation to be legally valid. The same applies to supplements, amendments and subsidiary agreements. Drawings, illustrations, dimensions and other performance data are binding only if this is expressly agreed in writing.

### **3. Prices and adjustment of prices**

- 3.1. Insurance and customs charges are, in addition to Art. II, subpar. 1, of the GTD, likewise not included in the prices.
- 3.2. Price changes that are caused by changes of the contract product or by changes in the requirements for it are subject to negotiation and corresponding setting.

### **4. Period of delivery / default**

We will, in addition to the provisions of Art. IV of the GTD, inform the purchaser immediately if we, even within the extended delivery times specified therein, cannot deliver the contracted services and/or performances or if they are not available. In this case, we are entitled to withdraw entirely or partially from the contract. Any consideration then already paid by the purchaser shall be returned immediately. Especially the late delivery by our suppliers in all cases where we have concluded a congruent covering transaction

and neither we nor our suppliers are responsible for this or where we have no obligation to provide the contracted services or performances shall be considered as a case of unavailability in the above sense.

## **5. Liability**

- 5.1. Basically, our liability shall be governed by the GTD, especially by the provisions of Art. XII.
- 5.2. We, our legal representatives, executive employees or performing agents are, in addition to what has been specified in Art. IV, subpar. 4, Art. VIII, subpar. 10 and Art. XI, subpar. 1, of the GTD, liable under this contract for slight negligence in the case of a violation of an "essential" obligation stipulated in it. "Substantial" are those obligations that are necessary for the performance of the contract and the breach of which would jeopardise its purpose and on the compliance with which users may, therefore, usually rely on. In any such cases, the liability shall be limited to typical and foreseeable damages.

## **6. Excess or short deliveries**

For manufacturing reasons, we reserve the right to deliver excess or short quantities, the overall volume of which may vary by up to 10% in relation to the agreed quantity ordered. An adherence to exact quantities or numbers cannot be demanded.

## **7. Packing**

Except where otherwise provided for by law, the packing will not be taken back.

## **8. Terms of payment**

In addition to what has been specified in Art. II of the GTD, the following provisions shall apply:

- 8.1. Our invoices are payable within 30 days of invoicing. For payment within 14 days we grant a discount of 2%.
- 8.2. Once the above term of payment has expired, the purchaser is in default. Interest is to be paid on the amount due for payment at the respectively applicable statutory default interest rate for the entire period of delay. We reserve the right to claim compensation for further damages caused by the delay.

- 8.3. We are entitled to carry out deliveries completely or partially only against prepayment or cash on delivery. We shall declare a corresponding reservation at the latest when confirming the order in question.
- 8.4. If, after the conclusion of the contract, it is recognised (f. ex. in consequence of the filing of an application for the opening of insolvency proceedings) that our claim to payment due to a failure in performance on the part of the supplier is jeopardised, we shall, in accordance with the statutory provisions concerning the refusal of performances and, as the case may be, after setting a deadline, be entitled to withdraw from the contract (§ 321 BGB) (*German Civil Code*).
- 8.5. The purchaser is only entitled to a right of retention if and when his claim has been determined without further legal recourse or is uncontested. In the case of defects in the goods delivered, the purchaser's counter-rights, in particular the rights specified in Art. VIII, subpar. 4, of the GTD remain unaffected.

## **9. Material defects**

- 9.1. The purchaser's claims for defects assume, in addition to Art. VIII of the GTD, that he has complied with his legal duty to inspection and objection as specified in §§ 377, 381 HGB (*German Commercial Code*). If during the inspection, or later on, a defect is found, the purchaser must notify us thereof in writing without delay. This notification shall be deemed immediate if it takes place within five (5) working days. To meet this deadline, the timely dispatch of the notification is sufficient.
- 9.2. In addition to what has been specified in Art. VIII of the GTD, no warranty claims can be asserted if our operating and assembly instructions are not complied with, our products are altered or repair works made on them or if parts are changed or if the products are used contrary to their contractually presumed applicability. The same applies if the purchaser, in a manner that is not reasonably apparent to us, contrary to their usual suitability and/or the intended purpose, connects our products with his own ones or with those of third parties or if he mixes or processes our products contrary to the current state of science and technology or uses them in any other way contrary to their ordinary and/or normal applicability.
- 9.3. All data or information provided in offers, catalogues and other product descriptions concerning the function and quality of our products, exclusively refer to the results of studies and tests carried out under standardised and recognised laboratory conditions.

- 9.4. We are entitled to make the owed supplementary performance dependent on the fact that the buyer pays the due purchase price. However, the purchaser's rights under Art. VIII, subpar. 4, of the GTD remain unaffected.
- 9.5. If necessary expenditures accrue for the rendering of supplementary performances and if the purchaser is obliged to bear these costs under Art. VIII, subpar. 8, of the GTD, the calculation of these expenditures will be based on our fee schedule, which is provided on request.

**10. Utilisation of the b@home system**

Regarding the utilisation of the b@home portal and b@home app, including updates (b@home system), which is provided to the purchaser by us, the terms and conditions of use that can be viewed on our site at [www.alre.de](http://www.alre.de) shall apply. If the purchaser uses the b@home system on behalf of a company, he at the same time accepts the validity and application of these terms and conditions for and against this company in a legally binding manner.