

**General Terms and Conditions of Sale (excluding Germany)  
of Mietens & Partner GmbH, Porschestraße 16, D-38259 Salzgitter, Germany**

**I. Scope:**

- 1.) The terms and conditions listed below apply exclusively to deliveries outside Germany to commercial customers with a head office or branch outside Germany. Upon request, new customers must show proof of their status as merchants.
- 2.) We recognize conflicting or divergent customer terms only by express written consent; silence shall in no case be deemed consent.
- 3.) All agreements for purposes of carrying out this Contract are set out in writing herein. Any agreements made in an individual case and any legally relevant declarations, additions and amendments require our written confirmation (including by e-mail) in order to be valid.
- 4.) These terms and conditions of sale also apply to all future transactions with the customer insofar as they are related in kind.

**II. Offer, contract formation, documents conveyed**

- 1.) All offers made by us are subject to change and are non-binding.
- 2.) The contract is formed through acceptance of the merchant's order through our written order confirmation (including by e-mail, when applicable).
- 3.) Where product images are used in the offering process, note that these may differ from actual appearance.
- 4.) We reserve title to and copyright over all images, drawings, calculations and other documents conveyed to the customer. They may not be made available to third parties without our express written consent and are to be returned without undue delay upon our request.

**III. Prices and delivery terms**

- 1.) The minimum order value is generally EUR 300.00, and the minimum purchase quantity is 5 per item. For orders below the minimum order value, a surcharge of EUR 30.00 net is payable.
- 2.) Our prices do not include value added tax, insofar as the latter is prescribed by law. VAT-exempt deliveries within the EU are possible only if the customer notifies us of a valid value added tax identification number and confirms the arrival of the goods without undue delay after their receipt.
- 3.) The price includes the cost of standard commercial packaging. There is a separate charge for special customer packaging requirements.
- 4.) Shipping charges are billed separately and, upon request, communicated to the customer prior to shipment.
- 5.) All coins and banknotes are delivered in uncirculated condition, except as otherwise labeled.
- 6.) Should an article be undeliverable, the customer will be informed of the unavailability prior to acceptance of the order. After a contract has been entered into, if we are unable to deliver an article ordered or cannot deliver it in a timely fashion, we may have our contractual obligation canceled. We shall inform the customer without undue delay of the inability to deliver and shall immediately refund any consideration provided. We are authorized to make partial deliveries, insofar as reasonable for the customer.
- 7.) Delivery, along with passage of risk, takes place upon handover of the goods to the company engaged by us for delivery or, as the case may be, to the person designated to carry out the shipment. If, on an exceptional basis, it is expressly agreed that delivery will be by pick-up in Salzgitter, the passage of risk takes place upon handover of the goods to the customer or the company engaged by the latter to make the pick-up.

**IV. Payment terms**

- 1.) Payment for the goods must be made by Euro remittance without undue delay upon receipt of the invoice or within the time for payment specified in the invoice, as the case may be, with no discount deducted. We reserve the right to demand payment in advance, particularly with initial orders.
- 2.) Late payment fees must be paid for delays in payment, as must any other damages caused by the delay.

**V. Reservation of title**

Goods delivered remain our property until all claims we have against the customer have been fulfilled. This applies to all future deliveries as well. We may rescind the sales agreement and take back the goods covered by the sale if the customer acts in breach of contract.

**VI. Offsetting and retention**

The customer may only offset only those claims that have been definitively established or are acknowledged by us. Rights of retention may be exercised only insofar as the counterclaim is based upon the same contractual relationship.

#### **VII. Duty of inspection and notification of defects, warranty and liability**

**1.)** Claims based on a defect presuppose that the customer inspects the goods no later than 7 business days after their receipt and gives notice of patent defects. Notice of latent defects must be given within the warranty period, no later than 2 business days after their discovery. Notice of defects is to be made in writing.

**2.)** Warranty claims are initially limited to cure by subsequent performance (repair or replacement, at our option). If the subsequent performance fails, the customer is entitled to rescission or a reduction. Our consent must be obtained prior to sending back any goods complained of.

**3.)** Claims based on a defect are time-barred 12 months after handover of the goods or delivery to the customer, insofar as no intentional wrongdoing is present.

**4.)** Liability is disclaimed for breaches of obligation through ordinary negligence insofar as these do not involve any material contractual obligation, damages to life, body or health, contractual warranty, or fraudulently concealed defects, or are affected by claims under the German Product Liability Act (*Produkthaftungsgesetz*). The same is true for breaches of obligation by our agents.

Liability for ordinary negligence is limited to the amount of foreseeable damages that must typically be expected to arise.

#### **VIII. Other agreements**

**1.)** Salzgitter is the place of performance and payment, as well as the place of jurisdiction. German law is applicable. U.N. sales law is expressly excluded.

**2.)** The invalidity of individual provisions does not affect the validity of the remaining provisions. In lieu of the invalid clause, a provision is to be inserted which most closely approximates the invalid provision in its economic effect.