

General terms and conditions of Kunststoff-Zentrum in Leipzig gGmbH

I. Scope of Application

The following general terms and conditions (hereinafter referred to as GTC) apply exclusively to all deliveries and services of Kunststoff-Zentrum in Leipzig gGmbH (hereinafter referred to as KUZ). When an order is placed with the KUZ, its General Terms and Conditions are deemed to be accepted unless the customer expressly objects to their validity when placing the order. Amendments to the GTC's shall also become part of current contracts as of their validity if the customer does not object within a period of one month after notification of the amendment despite special reference to his right of objection. GTC's of customers do not develop legal effects.

II. General provisions

1. Scope and execution of services

The services of the KUZ result from the order confirmation. Written form applies to all agreements, including supplements, amendments and ancillary agreements.

Dates and deadlines for deliveries and services are only binding if they have been confirmed in writing by the KUZ. Agreements on dates and deadlines are subject to the proviso that suppliers or cooperation partners of the KUZ fulfill their obligations. Events of force majeure, general supply difficulties, disruptions at transport companies, operational disruptions and other disruptions for which the KUZ is not responsible and their consequences (at the KUZ, its suppliers or its cooperation partners) release the KUZ from its obligation to perform for the duration of the disruption and to the extent of its effects. Such events shall also entitle the KUZ, to the exclusion of any obligation to pay compensation, not to provide contractual services. In the event that the (partial) service is not available, the KUZ shall immediately inform the client of this circumstance and immediately refund any consideration already paid.

Objections to the content of an expert report, an order confirmation or an invoice must be raised and specified in writing without delay, but no later than four weeks after receipt. If no objections are made within this period, expert reports or invoices are considered confirmed.

In the case of bilateral commercial transactions, the customer's inspection and complaint obligations under § 377 of the German Commercial Code (HGB) also apply to work and services provided by the KUZ.

2. Terms of payment

Invoices are due upon receipt by the invoice recipient and are payable within a period of ten days without deduction. In the case of default in payment, the statutory provisions shall apply.

3. Liability, statute of limitations

The KUZ is liable for all damages only in case of intent and/or gross negligence. This also applies to damages incurred during the rectification of defects. Claims for damages will become statute-barred after six months. The rights of the customer from warranty according to legal regulation are not affected by this.

III. Terms of sale and delivery

1. Prices and additional costs

All prices are exclusive of the applicable value added tax and ex KUZ. Costs for packaging and transport may be invoiced separately.

2. Shipment, transfer of risk

The risks of transport from the point of delivery shall always be borne by the buyer, even in the case of carriage paid deliveries.

3. Subsequent fulfilment

A customer's warranty rights shall only exist if he has complied with his inspection and complaint obligations owed under §§ 377, 378 of the German Commercial Code (HGB). The limitation period shall be governed by applicable law.

The customer shall grant KUZ the time and opportunity reasonably required for subsequent fulfilment. If the customer refuses this, the KUZ shall be exempt from subsequent fulfilment. Rights of the customer according to § 437 BGB (German Civil Code) shall not apply if a material defect is due to the fact that the customer or a third party has improperly used and repaired products without the consent of KUZ, or if the customer or a third party has not installed, operated and maintained the products in accordance with the KUZ specifications.

4. Retention of title

The KUZ retains ownership of delivered products until the purchase price has been paid in full and until all claims, including future claims, have been satisfied (reserved goods). Any treatment or processing of the goods subject to retention of title shall be carried out for KUZ. In the case of incorporation into other goods by the customer, the KUZ shall become co-owner of the newly created products in the ratio of the value of the goods subject to retention of title to the other goods used. The products thus created shall also be deemed to be reserved goods of the KUZ. The sale of goods subject to retention of title is subject to the approval of the KUZ.

IV. Terms and conditions of service and work

1. Prices

The price shall be agreed for each order or project-related based on the respectively valid service specifications of the KUZ. Price quotations in an offer are based on an estimate of the required scope of services and are therefore non-binding. We reserve the right to increase prices due to increased personnel or material costs. Fixed price agreements are excluded.

2. Subsequent fulfilment

The KUZ shall render its services in accordance with the generally accepted rules of technology and the necessary care at the time of the order. In the case of a material defect, the KUZ shall be liable - if technically possible - by repeating the defect free of charge; in the case of technical products, the KUZ shall be liable either by remedying the defect or by producing a new product.

The customer shall only be entitled to a reduction in price, or to withdraw from the contract, if the rectification of the defect fails, or is not possible for other reasons. The claim for subsequent fulfilment must be asserted by the customer in writing immediately.

The customer shall grant KUZ the time and opportunity reasonably required for subsequent fulfilment. If the customer refuses this, the KUZ shall be exempt from subsequent fulfilment.

3. Protection of the work results / publications

The KUZ retains the copyright to the services rendered - insofar as they are suitable for this purpose. The customer may use the expert report produced within the scope of the order, including all tables, calculations and other details, only for the purpose for which it is intended as agreed.

The publication and reproduction of expert reports, certificates, test reports, protected service marks and performance-related presentations of the KUZ for advertising and other business purposes, including their use in extracts, shall require the written consent of the KUZ. This also applies to the use of the name "Kunststoff-Zentrum Leipzig" or "Kunststoff-Zentrum in Leipzig gGmbH" in public and/or towards third parties in connection with the preparation of an expert opinion, certificates or test reports.

4. Secrecy

The KUZ undertakes to make available to the customer all results obtained in connection with the order. Information received or obtained which is not already publicly known or accessible shall be treated confidentially.

V. Training conditions

1. Registration and participation

Registrations for all training measures are to be made written as early as possible, at the latest five working days before the start of the event. The written registration is considered as a binding declaration of participation. If the number of participants is limited, registrations will be considered in the chronological order in which they are received. The right to participate in events with a limited number of participants does not exist.

The binding character of the execution of an event and the personal participation according to the registration are confirmed in writing by the organizer. In the case of events with the note "date after arrangement", an individual date will be arranged with the registered participants. As a rule, dates for measures with financial grant funding can only be given bindingly after the approval notice has been submitted.

2. Cancellation (withdrawal from the contract)

Cancellation of a binding participation must be made in writing and is free of charge if received by the KUZ up to two weeks before the start of the event. For cancellations received by the KUZ after this time, 50% of the participation fee will be charged as cancellation fee. Cancellations received later than one week before the start of the event, absence from the event without further explanation or termination of the event by the participant entitle the KUZ to charge the full participation fee.

3. Realization

All events are carried out in accordance with the published program content, considering applicable legal provisions and the recognized state of the art. The organizer reserves the right to change the course of the program, the commitment of certain speakers or the announced venue.

VI. Final provisions

1. Data processing

In compliance with the General Data Protection Act, KUZ is entitled to store and process personal or economic data of the customer, regardless of whether this data originates from the customer himself or from third parties.

2. General provisions

Transfers of rights and obligations of the client from the contract require the consent of the KUZ. Claims of the KUZ can only be offset or a right of retention can only be asserted if the customer's counterclaim is undisputed or legally enforceable.

Unless the parties expressly agree otherwise, the place of fulfilment for both contracting parties shall be the headquarters of the KUZ. The exclusive place of jurisdiction for both parties, if the customer is a fully qualified merchant, a legal entity under public law or a special fund under public law, is Leipzig. The legal relationship between the KUZ and the customer shall be governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Should individual provisions of these General Terms and Conditions be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

Status: January 2009