



General business terms:

Sales, delivery and payment conditions of IVM Ingo von Minden, Hamburg:

1. validity



Purchase and payment conditions of the buyer are not accepted. The following conditions apply exclusively - even if the conditions of the buyer are not raised - for all deliveries unless that different terms have been agreed.

2. Offer and conclusion

All offers are subject to terms of price and delivery option. Orally, by phone and made by agency agreements only become valid if they are confirmed in writing by the seller. The seller assumes no responsibility for the accuracy of pictures, drawings, details of specifications and electrical values.

3. Delivery time

Delivery times are indicative. Partial deliveries are permitted. Unforeseen obstacles to delivery, such as force majeure, strikes, breakdowns within the company or in which the suppliers, transport problems and so entitle the seller to waive the obligation to deliver all or part. Damage claims of the buyer are excluded.

4. mail – order and delivery

The minimum charge for mail – order delivery is EUR 50, - (excl. VAT).. at Small deliveries for orders below minimum order value addition and packaging costs prorated processing fee of € 10, are - (+ VAT) will be charged. Mail – order is at the discretion of the seller and no guarantee for the cheapest mail – order. All mail – orders, including any returns are at the expense and risk of the buyer. Insurance is at his request and at his expense. If delivery is delayed through no fault of the seller, the goods are stored at the expense and risk of the buyer. In this case, the notice of readiness on the part of the seller with the dispatch is equal.

5. Packaging

The packing shall be charged. They will be returned within one month using the old character with all the packing materials, free storage of the seller, so two thirds of the amount charged will be credited, unless otherwise agreed. In the absence of the packaging material only half is paid. Lightweight packaging, such as post boxes, cartons etc. will not be taken back.

6. prices and payment

The prices are indicative and ex place of delivery in euros. The VAT is not included in the prices and will be charged separately. The invoice amount is payable in advance or cash on delivery. The delivery fee will be charged.

Repairs are payable net cash. Checks and acceptances are only payment, the latter accepted only on a special agreement. Switching costs and discount fees for the bank rates will be charged to the purchaser. Payments are only as of the date when made, may have on which the seller of the invoice amount without loss.

Withholding of payment or set-off by the buyer with any counterclaims is not permitted. Payments to employees or travel agents are only valid if this authority to accept payments. In default of payment, subject to the amount prescribed, interest at the rate of 2 percent above the discount rate of the charge of the headquarters of the seller country's central bank paid. Before payment of the invoice amount due including interest, the seller is obliged to make further deliveries from any current contract. Should the purchaser be in paying an invoice, then all his liabilities become due immediately and the seller can ask for the outstanding items on cessation of the payment period cash payment prior to delivery of the goods. The same applies to non-payment of bills or checks, payments, bankruptcy and Nachsuchung a settlement by the buyer.

Payment default occurs at maturity of the claim of the seller without the need for a reminder.

7. Reservation of ownership

The seller retains title to all goods delivered by him

(Reserved goods) until payment of all its claims from the business relationship. This applies even if the purchase price for certain, designated by the customer deliveries is paid. For current accounts, the retained title to the reserved goods as security for the balance receivable from the seller. Treatment and processing of conditional goods, excluding the acquisition of property under § 950 BGB without the seller commit. The resulting new object thus remains his property and is used according to the reserved goods to back up its claims, paragraph 1 when combined and mixed with other items not belonging to the seller of goods by the buyer, the provisions of § § 947, 948 German Civil Code, with the result that the seller's ownership of the new object is then subject goods under these conditions. The buyer pledge and collateral assignment of the goods is prohibited. The buyer must notify the seller access by third parties to the goods delivered under retention of title under consignment of one bailiff and affirmation of the identity of the impounded object with the supplied goods. Intervention costs will in any case be borne by the buyer. The buyer is obliged to insure the goods against fire and theft and the seller at the request of the completion of Insurance verified. All claims to the insurer under this contract shall for the reserved delivered goods to the seller as assigned. The seller is entitled to late payment or payment difficulties of the buyer immediate return of goods not resold. Until the publication of the Buyer storing the above retention or co-seller's goods for this separately from other goods, as property



(ownership) of the seller mark, to refrain from any control over them and the seller a list of ownership (co-ownership) to pass. The seller is entitled to sell the goods directly without prior formal notice or auction. The back of the reserved goods shall be sold or auctioned, but not exceeding the agreed contract price. Further claims for damages, in particular, for lost profit, are reserved. The resale of the goods and the costs resulting from treatment or processing stuff is only allowed in regular business. For credit sales the buyer has with its customer a retention of title pursuant to paragraph 1 to agree. The purchaser hereby due to him from the resale claims in full by way of security with all ancillary rights in advance until all claims from the seller of the business relationship to the seller. This also applies to goods according to paragraphs 2 and 3 If the reserved goods are installed in the property of a third party or otherwise, then the buyer to each tier of his work compensation claim or other legal grounds his claim in the amount of the invoice value of the seller for the goods off to this in advance. At the request of the seller, the buyer is obliged to give the assignment to his customers and to give him to assert its rights against its customers the necessary information and to hand over the necessary documents. The buyer must allow for that purpose to the Seller and the right to inspect its books and accounts. The seller has the power to collect the assigned claims. He has the right of the notice to the debtor of the buyer. The buyer is authorized to collect these receivables as long for the seller fulfills its obligation as this in due course.

If the value of the securities given to sellers whose supply claims by more than 20 percent, according to the seller upon the purchaser is obliged to restitution obligation.

8. Deficiencies

Liability for defects shall be given only to the extent that is made on the part of the delivery systems replacement. Deviations for the guarantees granted are only valid if they are agreed upon. The buyer has complaints of defects and quality immediately rise to within one week after receipt of the goods, by written notice to the Seller. Not submitted in time by defects or unauthorized tampering of the goods, the liability of the supplier shall be repealed. Case of justified complaints, the seller has the right, at its option, either eliminate the shortcomings or repossess the goods under credit of the amount calculated in a reasonable time or will provide a replacement free of charge to the buyer or the reduced value of the goods credited. Further claims of liability for defects and damages for any reason are excluded. This applies in particular to claims arising from the supply of electrical equipment, electronic components and devices of all kinds of defects partial deliveries shall not entitle the cancellation of the entire order or other issued, but not yet completed orders. Warranty repairs done only on certain devices supplied by the seller upon presentation of valid warranty documents, invoice and seamless presentation of the claim. Cost of shipping and handling will be charged to the purchaser.

If any of the purpose of the complaint made return of goods that the claim has been wrongly, the seller shall be entitled to charge not only the cost of shipping, but also a reasonable fee for the examination of goods and handling.

9. repairs

If required before repairs the submission of a cost estimate, so this should be stated explicitly. The cost estimates are to be compensated. If service in own or other workshop takes place at the discretion of the seller.

Cost of shipping and handling will be charged to the purchaser. On Ziffer4 and 5 of the conditions referenced. Factory for repair shall be subject to immediate cash.

10. Bond prices and sales

In respect of products for which a fixed price and / or a sale maintenance, in addition to these Terms, the specific terms and export regulations of the relevant manufacturer.

The seller is obliged to gain also from the content knowledge of these conditions. He can not plead ignorance in this regard.

11. place of delivery and legal domicile

The place of performance and jurisdiction for deliveries and payments and for all between the parties arising conflicts, including checks and bills of exchange, is the seat of the selling company and in the case of the purpose of the collection made assignment to a collection agency, the seat of the collection agency.

12. final provisions

The ineffectiveness of individual provisions shall not affect the validity of the other.

Information: Transactions are stored in our data processing.