

General Terms and Conditions of sale

of the Company Comet Schleiftechnik GmbH, Im Pottaschwald 5, 66386 St. Ingbert

I. Scope

Our Terms and conditions of sale apply exclusively; we do not accept any terms and conditions of the client that contradict or deviate from our Terms and conditions of sale unless we have expressly agreed to their validity in writing. Our Terms and conditions of sale shall also apply if we unconditionally execute the delivery to the client in the knowledge of conflicting or deviating terms and conditions of the client.

All agreements made between the client and us to execute this contract are set out in writing in this contract.

Our Terms and conditions of sale apply only to companies within the meaning of § 310 para. 1 BGB.

II. Offer/Offer documents

If the order is to be qualified as an offer pursuant to § 145 BGB, we can accept it within two weeks.

We reserve title/copyright to illustrations, drawings, calculations and other documents. This also applies to such written documents, designated as "confidential". The client requires our express written consent for the transfer to any third parties.

III. Price

Unless otherwise stated in the order confirmation, our prices are ex-works, excluding packaging, which will be invoiced separately.

The statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the date of invoice.

The deduction of any discount requires a special written agreement. Unless otherwise stated in the order confirmation, the purchase price is due for payment net (without deduction) within 30 days from the invoice date. The client shall bear any bank charges incurred. Statutory provisions concerning the consequences of payment default shall apply.

IV. Delivery/Partial Delivery/Call Orders

Delivery presupposes timely and proper fulfilment of the client's obligations. The objection to contract non-performance remains reserved.

We are entitled to perform orders in partial deliveries.

If we carry out the order as a call order at the client's request, the partial deliveries will be charged at the prices valid on the day of delivery. Call orders must be accepted within 12 months from the conclusion of the contract.

In the event of default of acceptance or other culpable violation of the client's obligations to cooperate, we are entitled to compensation for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the Products shall pass to the client at the time of default of acceptance or another breach of duties to cooperate.

V. Delivery time

The beginning of the delivery period specified by us requires all technical questions to be clarified. Compliance with our delivery obligations further requires the timely and proper fulfilment of the client's obligation. The objection to contract non-performance remains reserved.

The delivery time is calculated from the day of the order confirmation to the day of delivery ex works. In the case of special circumstances that prevent or complicate the production or dispatch, e.g. force majeure or other unforeseeable circumstances in our factory or at our supplier, the delivery time shall be extended by the duration of the existence of these circumstances. If delivery is not possible as a result of these special circumstances, without any fault on our part, we are free from the obligation to deliver.

A claim for damages due to delay in delivery is expressly excluded.

VI. Shipping/transfer of risk

Unless otherwise stated on the order confirmation, delivery is agreed "ex works".

Special agreements apply to the return of packaging.

If the client so wishes, we will cover the delivery with transport insurance, with the client bearing any costs incurred in this respect.

VII. Claims

The client's claims for defects presuppose that he has duly complied with his inspection obligation owed in accordance with § 377 HGB.

If there is a defect in the abrasives, we will replace them free of charge by way of supplementary performance. If the supplementary performance fails, the client is entitled to demand withdrawal or reduction at his discretion.

Other client claims of any kind are excluded. We reject any liability for damage caused by improper handling of the abrasives by the buyer.

VIII. Different order quantity

Due to the production processes, the delivery quantity may exceed or fall below the order quantity by 10% of the quantity.

IX. Retention of title and security rights

We reserve ownership of the delivered products until receipt of all payments from the delivery contract.

In case of breach of contract by the client, in particular, in case of payment default, we are entitled to repossess our products. Our repossession of the products constitutes a withdrawal from the contract. After repossessing the products, we are authorised to use them; the proceeds of any use shall be credited to the client's liabilities – less reasonable costs of use.

In the event of seizures or other interventions by third parties, the client must notify us immediately in writing so that we can file a complaint pursuant to § 771 ZPO. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a complaint pursuant to § 771 ZPO, the client shall be liable for any loss we incur.

The client is entitled to resell the delivered products in the ordinary course of business; however, he already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim, which accrues to him from the resale against his clients or third parties, regardless of whether the delivered products have been resold without or after processing. The client is entitled to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the client meets their payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed, or payment has been suspended. However, if this is the case, we can demand that the client informs us of the assigned claims and their debtors, provides all information required for the collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.

Processing or transformation for the clients' delivered products is always carried out for us. If a new item is manufactured with the products we deliver and with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivered products (invoice amount, including VAT) to the other processed items at the time of processing. Otherwise, the same shall apply to the goods resulting from processing as to the products delivered subject to reservation.

If the delivered products are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the delivered products (invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the client's item is to be considered the main item, it is implicitly agreed that the client shall transfer proportionate co-ownership to us. The client shall guarantee any resulting sole or co-ownership for us.

We undertake to release the securities to which we are entitled at the request of the client to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we are responsible for selecting the securities to be released.

Insofar as the above agreements on retention of ownership violate the law of the place where the products we deliver are located according to their intended purpose and are therefore not enforceable, the client shall provide us with a bank guarantee or other equivalent security to secure our claims from the delivery contract.

X. Place of performance, jurisdiction, applicable law and contract language

The place of performance and the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is our place of business; however, we are also entitled to sue the client at his place of residence. This contract is subject to the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The language of the contract is German.

XI. Severability clause

Should any of these terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining terms and conditions. In this case, the contracting parties are obliged to interpret and design the provisions in such a way that the desired outcome with the invalid or legally invalid parts is achieved as far as possible