

General Terms and Conditions of Business

I Area of validity

1. For all services and deliveries from RSP® Ruck Sanitärprodukte GmbH (referred to herein as RSP® or the Seller), these General Terms and Conditions of Business apply exclusively, provided no deviation was explicitly agreed on an individual case basis; these terms apply in particular for follow-up orders, regardless of whether reference was made to these terms and conditions for a specific case.

2. The Customer's own contradictory Terms and Condition of Business do not become an integral part of the contract, except in cases where this was explicitly acknowledged in writing by RSP®. The execution of services or deliveries does not represent an acceptance of the customer's terms and conditions.

II. Proposals

Proposals are always subject to change, and are subject to being supplied by RSP®. A contract materializes upon the order being confirmed by RSP®. The written Order Confirmation and its content is basis for an order.

III. Delivery time

1. Delivery dates or deadlines, which were agreed to be binding or subject to change, require written form.

2. Delivery and service delays due to Acts of God or events which make it difficult or impossible for the Seller to deliver, these include strikes, lockouts, official directives, etc, even if they occurred at the Sellers suppliers or their sub-suppliers are not deemed to be the responsibility of the Seller, even if binding dates and deadlines were agreed. They entitle the Seller to postpone the delivery or the service by the period of the hindrance plus an adequate lead-time or to partially withdraw from the contract.

3. If the hindrance lasts longer than three months, the Purchaser is entitled, after setting an appropriate period of grace, to withdraw from the unfulfilled part of the contract. If the delivery time is prolonged or if the Seller is released from his obligation, then the Purchaser cannot derive any claims for compensation for damages as a result. The Seller can only make reference to the mentioned circumstances, provided he notifies the Purchaser immediately.

4. The observance of delivery and performance times requires the performance of the Seller's contractual obligation and obligation to co-operation. In the event that the Purchaser is in default, the delivery period will be interrupted and extended by the period needed by the Purchaser to fulfil his obligation towards RSP®.

IV. Delivery and transfer of risks

1. If nothing to the contrary is explicitly agreed, all deliveries will be made on the account and at the risk of the customer. If the delivery is delayed by circumstances which are the responsibility of the customer, then the risk is already transferred to the customer upon issuance of the Shipping Advice Note.

2. Meaningful part deliveries are permitted at any time. Acceptance of the deliveries cannot be refused due a flaw in individual parts of an order or because of minor complaints about the delivered products, except where the usability of the delivery product is unreasonably affected.

V. Packaging

Product is shipped by RSP® on reusable pallets or in wire boxes which are subject to charge. Exchanges are only possible after a minimum of 26 wire boxes per address, except if the shipping company making the delivery can exchange the number of pallets/wire boxes concerned.

VI. Payments

1. Unless something to the contrary is arranged, the Seller's invoices are due for payment with a 3% discount 8 days after the date of invoicing or 30 days after invoicing without any discount. The Seller is authorized despite any Customer terms to the contrary, to initially apply all payments against older debts and will inform the Purchaser about any settlements of this kind. If costs and interest have already been incurred, then the Seller is authorized to initially apply the payment against the costs, then against the interest and lastly against the principal service.

2. Payment is only considered as having been made, once the Seller is able to access the amount. In the case of cheques, the payment is considered to be made once the cheque has cleared.

3. If the Purchaser goes into arrears, then the Seller is authorized to charge interest of 4% over the respectively valid bank rate of the Deutsche Bundesbank plus the legally valid rate of Value Added Tax starting from the period of time concerned. A lower interest rate can be applied if the Purchaser proves his debt is lower.

4. If the Seller becomes aware of circumstances, which make the creditworthiness of the Purchaser questionable, particularly if a cheque is not honoured or if he ceased to make his payments or if the Seller becomes aware of other circumstances which make the Purchasers creditworthiness questionable, then the Seller is authorized to demand full payment for the entire balance of the debt, even if he has accepted cheques. The Seller in this case is also authorized to demand advance payments or demand security.

5. The Purchaser is only authorized to offset, withholding or abatement if notices of defects or counter-claims are being enforced, if the counter-claims were legally ascertained or are undisputed.

VII. Reserved ownership

1. The Seller will be provided with the following security until all the demands from the current account are satisfied including all the outstanding balances from the revolving account to which the Seller is entitled from the Purchaser now or at any time in future; these will be released on demand by the Seller at its discretion provided the value of the security permanently exceeds the value of the demands by more than 20%.

2. The goods remain the property of the Seller. Processing or alterations always occur for the Seller as the manufacturer, but without any obligations for him. If the (co)ownership by the Seller ceases due to assembly, then parties already agree at this time that the (co)ownership by the Purchaser in the actual item will be transferred to the Seller proportional to the value of the actual item (invoicevalue). The Seller will keep Purchaser's (co)owned property safe at no charge. Goods, for which the Seller is entitled to (co)owner-ship, are referred to as Reserved Goods.

3. The Purchaser is entitled to sell and/or use the reserved products during the normal course of business, provided he is not in default of payment. Pledging or transferring ownership by way of security is prohibited. The Purchaser assigns any demands that result from reselling or due to some other legal reason (insurance, illicit action) concerning the reserved product (including all outstanding current account balances) to us at this time in full as security. The Seller revocably empowers him to collect the demands assigned to the Seller on the Sellers account in his own name. The collection authorization can only be revoked if the Purchaser does properly fulfil his payment obligations.

4. In the event that a third party seizes the reserved goods, the Purchaser will point out that the property is owned by the Seller and notify him of the seizure immediately.

5. In the event of behaviour by the Purchaser that violates the contract, especially defaulting in payments, the Seller is authorized to take back the reserved goods or to demand the Purchasers assignment of the restitution entitlements against third parties. Taking back or attaching a title to the reserved goods by the Seller is not considered to be a rescission of the contract, provided the legislation concerning instalment payments is not applied.

6. If requested by the Seller, the Purchaser must store the goods separately from other products from other manufacturers along the lines of a consignment warehouse.

VIII. Product descriptions, samples, assured properties

1. If nothing to the contrary has been explicitly agreed, the product details, specimens and samples are only considered to be approximate product descriptions and consistency details or only as approximate visual pieces of the ordered goods.

2. Assurances in terms of § 459 II BGB must be declared explicitly and in writing as such assurances.

3. The Seller reserves the right to make design changes at any time; he is not obligated to carry out such changes or rework products that were delivered previously.

IX. Warranty

1. The Seller guarantees that the products are free of production or material flaws. As a rule, the guarantee period for products is two years.
2. The guarantee period commences on the date of delivery. If the processing instructions of the Seller are not observed, changes are made to the product, parts are replaced or consumables are used that do not correspond to the original specification, the guarantee becomes null and void, unless the Purchaser does not prove that this circumstance caused the flaw with a suitable substantiated argument.
3. The Purchaser must immediately or no later than one week after receiving the delivered items notify the Seller in writing of any defects. Defects, which cannot be discovered within this period, even with careful examination, must be reported to the Seller immediately after they are discovered.
4. In the event the Seller is notified that the products do not conform to the guarantee, the Seller at his discretion can demand the following:
 - a) that the damaged part be sent back to the Seller for repair and subsequent return shipment to the Purchaser
 - b) that the Purchaser keeps the damaged part or device on hand. If the Seller demands that guarantee work be carried out at a location of his choice, the Purchaser can comply with this demand, whereas there will be no charge for any parts falling under the guarantee, although the Seller's standard rates for travelling time and travel expenses must be paid.
5. If the repair fails after an appropriate period, the Purchaser may demand a mark-down of the payment or the cancellation of the contract.
6. Liability for normal wear is excluded.
7. Only the direct Purchaser is entitled to warranty claims against the Seller; these cannot be assigned.
8. The previous paragraphs conclude the warranty for the products and exclude miscellaneous warranty claims of any kind. This does not apply to claims for compensation for damages for assured properties, which are supposed to safeguard the Purchaser against the risk of consequential damages caused by a defect.

X. Limitation of liability

Claims for compensation for damages due to positive breaches of an obligation, due to culpa in contrahendo and unauthorized actions are excluded both against the Seller as well as against persons employed by him to perform obligations for which he is vicariously liable, provided there were no intentional or grossly negligent actions involved. The same thing also applies to claims for compensation for damages due to non-performance, however only to the extent that compensation is demanded for indirect or consequential damages caused by a defect, except in cases where liability is based on an assurance which is intended to safeguard the Purchaser against the risk of such defects. Liability is limited to defects that are anticipated upon materialization of the contract.

XI. Plan drawings, technical documents

1. All the drawings, data sheets which are provided to the Customer are and remain the property of RSP®. RSP® reserves its copyrights and only allows the customer the use of same for contract purposes.
2. RSP® will save any information in conjunction with the business relationship with the customer while observing the Federal Data Protection legislation (Bundesdatenschutzgesetz).

XII. Data protection

We collect and process personal data of the customer exclusively in accordance with the legal provisions of the Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (GDPR).

We process and use the data collected from the customer as part of his order to establish, perform and terminate the contractual relationship with the customer, including the processing of warranty claims. We only pass on personal data of the customer to third parties if and to the extent to which this is necessary for the performance of the contract, in particular for the performance of the delivery. The legal basis for data processing is Art. 6(1)(b) GDPR. Your personal data will be deleted, provided that this does not conflict with legal retention periods. To assert your rights to information, rectification, erasure, restriction or objection, please contact us at info@rsp-rohre.de. You will also find a detailed description of the handling of personal data and your rights in the general information sheet on data protection at www.rsp-rohre.de/l/privacy.

XIII. Applicable law, Legal venue, Severability Clause

1. The laws of the Federal Republic of Germany apply for this business relationship and the entire legal relationship between the Seller and the Purchaser. The parties exclude the application of the United Nations treaty concerning contracts on the international sale of goods (CISG), as well as the application of the standard purchaser's right concerning the international sale of moveable items, and the materialization of such contracts of sale.
2. Inasmuch as the Purchaser is fully qualified merchant in terms of HGB (commercial code), a legal entity under public law or a special public fund, the Traunstein County Court (Landgericht Traunstein) is the exclusive legal venue for any disputes resulting directly or indirectly from the contractual relationship, provided the local court in Traunstein does not have jurisdiction.
3. If a provision in these Terms and Conditions of Business or a provision within the framework of other arrangements should be or become unenforceable, then the validity of the other provisions or arrangements will not be affected by this. The contract partners will arrive at an arrangement, which comes closest to the intended business object in place of the unenforceable, missing agreement.

XIV. Written form

Changes and additions to the agreements require written form in order to be valid; this also applies to this ruling.

The English version of these Terms and Conditions of Business is a translation of the German Terms and Conditions of Business. Additional details must be agreed upon separately and must be documented in writing.

Stand: 23.07.2019