1. General

1.1 (Conflicting provisions, written form). We agree exclusively to these General Terms and Conditions, which, unless notified to the contrary, also apply to our future business with the customer. We do not recognize any other General Terms and Conditions, even if they are not expressly rejected. The customer may only rely on agreements with us, delivery dates, terms of payment of specific future deliveries and the acceptance of warranties or cost undertakings if we have confirmed these in writing.

1.2 (Quotations, reserving the right to make changes, data capture). Our quotations are not binding, nor shall the customer be entitled to make any changes from our quotation. We may save the data necessary for the execution of the contract on electronic systems.

1.3 (Set-off, retentions). Set-off or retentions by the customer are only permitted in the case of undisputed claims.

1.4 (Urgent / small orders). In the case of deliveries within 8 days, or order values of up to EUR 500.00 the invoice shall also serve as the order confirmation (with copy enclosed).

1.5 (Place of performance, legal venue, relevant law). The place of performance is our works in Wertheim, the court dealing with merchant issues is Wertheim/Mosbach. The relevant law is German law with the exception of the standardized purchasing law.

2. Risk, dispatch costs, quantities, call-down, non-acceptance

2.1 The risk is transferred to the customer once the consignment leaves the works. The customer bears transport, packaging and insurance costs to delivery destination.

2.2 The quantities ordered may be increased or reduced by up to -10%. In the case of call-down orders the total quantity must be accepted within 6 months. 2.3 If the customer does not accept goods ready for dispatch or already dispatched on time, for the purposes of compliance with our claim for performance, we may have them stored in a warehouse or dispose of them in another way in accordance with subpara. 5.5 p.2.

3. Delivery periods, delay

3.1 Delivery periods are only approximate and apply from receipt of our order confirmation by the customer, as per the earliest following: date of request of preshipment telephone queries and receipt from the customer of any down payments or documentation required, and final agreement / dispatch. The delivery period may be exceeded by up to 2 weeks without legal consequence.

3.2 Force majeure and any circumstances beyond our control, such as strikes, lock-outs, operational disturbances, shortages of raw and working materials and delay in supply by our own suppliers or additional or changed orders from the customer, shall extend the delivery period accordingly and, if they make it impossible to deliver, shall free us from our obligation to deliver.

3.3 Even in the case of fixed delivery period agreements we will only be in delay if we receive a notice from the customer. Furthermore, customer claims arising from delay may only be made if a reasonable additional deadline has been set from the date of the delay. We shall only be liable for losses from delays caused by us, our management, employees and authorized persons acting on our behalf, with intent or gross negligence. Liability is limited to the extent of loss which could be reasonably foreseen on conclusion of the contract.

4. Payment terms, price changes, repayment for returns

4.1 Prices are given ex works. Invoice payments are due within one month from dispatch net. We only accept foreign currency and cheques at the cost of the customer subject to clearance. In cases of doubt of the creditworthiness of the customer we may demand cash, payment in advance or the provision of a security.

4.2 In accordance with § 315 German Civil Code we may, at reasonable discretion, demand a price supplement in line with our cost increases (including increased taxes) between conclusion of contract and dispatch. The customer may withdraw from the contract if the price increases are in excess of 15%. In the case of call-down deliveries our current price shall apply. We may take account of changes to agreed prices, quantities etc.

4.3 In the case of sales of perfect goods – only complete packaging quantities – our indemnity is 30% of the amount invoiced.

5. Reservation of ownership, assignment of future claims

5.1 Goods supplied remain our property until they are fully and unconditionally paid for. This reservation of ownership also applies upon settlement of any other outstanding claims from other suppliers to the customer, if the customer is a fully qualified merchant. The customer may only link goods supplied to other items before payment, provided these are not encumbered with the rights of third parties.

5.2 The goods supplied shall be processed without cost to us. If we suffer loss from the loss of our ownership of the goods supplied, we will assume partial ownership of the new products created in the ratio to which these contain our goods supplied. The customer must store goods subject to our reservation ownership without cost to us.

5.3 The customer may only sell our goods subject to ownership reservation (subparas. 5.1 and 5.2) in the course of normal business provided his claims arising from the sale are not previously assigned, pledged or otherwise encumbered or subject to offset against counterclaims from third parties, and no later than the same day to us. We shall assign to us all claims from the sale against his customers or from the grant of advances in respect of such claims by factoring banks equal to the amount of our demands. (subpara. 5.1), in the case of conflicting assignments of future claims in proportion to the amount of goods supplied by us. In the case of factoring the customer may only sell goods subject to a reservation of ownership if the factor recognizes the assignment of future claims to us and pays that part of the amount assigned direct to us, with the exclusion of an entitlement to collect by the customer.

5.4 The anticipatory assignment of relevant payment entries must be held separately for us by the customer and used for settlement of our claims. If not settled we will re-lease securities which exceed claims by more than 20%.

5.5 In the case of delayed payment by the customer, including those arising from deliveries made earlier, we may demand any goods still held in reserve by him, remove them or prevent their onward sale; in addition we may demand disclosure of assigned claims in accordance with subpara. 5.3 and forbid them from being collected. Reissue or utilization of the reserved goods shall be made at the estimated value and relevant refund credit.

6. Warranties, compensation for damages, partial liability for replacement

6.1 Qualities warranted, and other assurances made, by us to our customers, are only binding provided they are given expressly and in writing. Details given in publicity materials and operating instructions or reference to industrial standards do not form the basis of any warranty of qualities or the acceptance of specific initial undertakings. If the customer needs the goods for specific purposes, he must check their special suitability – including product safety – in advance, in particular whether they comply with all relevant technical or official regulations. Unless they have been checked in advance, all claims for compensation arising from unsuitability are excluded. In the case of regulations relating to materials or design we do not accept liability for the suitability or permissibility of the required materials or designs and to such an extent do not accept a special obligation to test.

6.2 The customer will lose his claims under the warranty and compensation claims for defects or lack of warranted qualities if he does not check the goods supplied immediately on receipt, or at the latest prior to processing, consumption, use, installation or onward sale, for condition and safety, and inform us of any complaints in writing within 10 days. Furthermore, such claims shall expire (including in the case of hidden defects) within 12 months.

6.3 In the case of justified complaints, subject to the provisions of subpara. 6.2, provided a reasonable period to rectify the problem has been set by the customer, we only undertake to improve, replace or supply replacements, at our discretion, free of charge, in respect of the goods supplied or limited parts which have become unusable, as the result of an incident occurring prior to the transfer of risk to the customer, such as faulty production, poor materials or defective design. The customer may only demand replacement of contract or reduction in price, or, in the case of goods of assured quality, compensation, in the case of unfounded refusal, failure to act or the impossibility of carrying out existing warranty measures. We only accept liability for consequential damage resulting from defects, if the customer expressly draws our attention on conclusion of the contract to the possible risk of such consequential damage and we undertake a specific initial obligation in this respect.

6.4 Other customer indemnity claims, such as from positive breach of obligation, inadmissible actions (in particular product liability) or other legal grounds (such as advice, operating instructions, maintenance, faults on conclusion of the contract or warranty agreements) shall only be validly asserted in the case of intent or gross negligence by us, our management or authorized persons acting on our behalf. The claims are limited to the extent of loss which could be reasonably foreseen on conclusion of the contract.

6.5 Claims under the warranty or in compensation for losses are excluded if they result from improper handling, maintenance, operation or process by the customer or third parties or are the result of normal wear and tear (particularly in the case of wearing parts) or damage in transit.

6.6 Claims under the warranty or in compensation for losses in respect of replacement items and other rectification of defects are also subject to these conditions and expire at the end of the warranty period for the original item.

6.7 The sale of our products does not include their ultimate disposal, unless a legal obligation for us does exist. In case it is legally allowed, the parties agree, that the ultimate disposal shall be in the responsibility of the customer.

6.8 Insofar as we do accept liability for replacement parts, this is limited to a period of 1 year from delivery.

6.9 Our replacement parts are exclusively intended for use on products sold by us.

7. Commercial and industrial property rights, tools, confidentiality

7.1 We retain rights of possession and all commercial and industrial property rights and copyrights relating to any drawings, models, documentation, cost proposals or quotations. The customer may only use these in the manner agreed. He may not reproduce or cause to be produced any items forming the subject of the contract without our written consent.

7.2 Insofar as we supply products in accordance with drawings, models and designs supplied by the customer, we reserve ourselves the right to these drafts, or the delivery to the customer, or from the grant of advances in respect of such claims by factoring banks equal to the amount of our demands. (subpara. 5.1), in the case of conflicting assignments of future claims in proportion to the amount of goods supplied by us. In the case of factoring the customer may only sell goods subject to a reservation of ownership if the factor recognizes the assignment of future claims to us and pays that part of the amount assigned direct to us, with the exclusion of an entitlement to collect by the customer.

7.3 Any moulards, tools or equipment produced or made available by us shall remain our property, even if the customer has borne all or part of the cost of these.

7.4 All knowledge obtained by the customer from us as a result of this business relation, which is not public knowledge, must be kept confidential from third parties.

8. Privacy Policy

The customer is herewith informed that the company VERMOP Salmon GmbH, Zepelinstraße 24 in 82205 Gilching and the branch VERMOP Deutschland GmbH, Kiesweg 4-6 in 97877 Wertheim, stores and processes all information, which is needed for the billing and handling digitally. The customer accepts these collection, processing and use of personal data, expressly. The data won't be given to a third party, without an express term of the customer. Further important information to this subject is located at www.vermop.com (Datenschutz / Privacy Policy).

Supplements for low quantities: Up to GBP 200,00 net goods value - GBP 25,00 Delivery: of GBP 4.000,00 net order value Payment: Within 30 days net from date of invoice. Place of performance: Wertheim am Main.