

General Terms and Conditions of Delivery and Payment

ZOONLAB GmbH Animal Husbandry Experts

Section 1 General provisions, scope of application

1. Our supplies and services shall be provided exclusively based on these General Terms and Conditions of Delivery and Payment. Any conflicting terms and conditions of purchase of the customer are hereby rejected. These Terms and Conditions of Delivery shall also apply to all similar future transactions. Deviations from these terms and conditions require our explicit consent, even if we make deliveries to the customer knowing the customer's terms and conditions without reservation.
2. The following terms and conditions shall only apply to enterprises pursuant to Section 310 para. 1, 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

Section 2 Quotations

1. Our quotations are subject to change and are non-binding; they are an invitation to the customer to make us a contract offer. The contract comes into effect with the customer's order and acceptance by us. We are entitled to accept orders within two weeks of receipt. Our acceptance shall be made in writing or via delivery of the goods.
2. We reserve the right of ownership and copyright of samples, cost estimates, drawings and other information. They may not be made accessible to third parties. If the order is not placed, they shall be returned to us upon request.

Section 3 Prices

1. Unless stated otherwise in the order confirmation, our prices are ex works, do not include value added tax, packaging and other shipping and transport costs, and are delivered duty unpaid (overseas).
2. If the prices of our suppliers, our costs (e.g. freight increases, wage and raw material price increases, etc.) or our duties increase between conclusion of the contract and delivery or performance, or if such duties are newly introduced, we shall be entitled to increase the price accordingly, unless the price has been expressly confirmed as a fixed price.

Section 4 Terms of payment

1. Payment is due within 14 days from the date of invoice, free of postage and expenses.
2. The customer is only entitled to withhold payments or to offset payments if his counterclaim is undisputed or has been legally established. Furthermore, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

Section 5 Delivery

1. Delivery periods shall commence on the date that we confirm an order, but no earlier than the final clarification of all technical questions and details of execution.
2. Compliance with delivery periods shall be subject to the timely receipt of all documents, necessary approvals and releases to be provided by the customer, compliance with the agreed terms of payment and all other obligations of the customer. If these prerequisites are not fulfilled in time, delivery periods and delivery dates shall be extended by a reasonable period of time, irrespective of our rights arising from default on the part of the customer.
3. Should we deliver our products without having undertaken the assembly, it shall be deemed that delivery took place within the agreed delivery period if the goods have been dispatched by the agreed deadline at the latest. If dispatch is delayed for reasons for which we are not responsible, the deadline shall be deemed to have been met if notification is given that the goods are ready for dispatch within the agreed delivery period.
4. If the deadline for delivery is not met due to force majeure (e.g. war, riots, natural disasters, etc.) or similar events such as strikes, lockouts etc., the delivery period shall be extended accordingly.
5. The delivery period shall also be appropriately extended if other circumstances arise which were not foreseeable at the time of the conclusion of the contract (e.g. interruption of operations, delay in the supply of subcontracted parts, official sanctions, etc.) and for which we are not responsible. If we are in default with the delivery and the customer incurs damage as result, the customer shall be entitled to lump-sum compensation for default in the amount of 0.5% for each full week of the default, but not exceeding a total of 5%, of the value of the part of the delivery that cannot be used on time or in accordance with the contract as a result of the default.

Section 6 Shipment, transfer of risk

1. Unless agreed otherwise, deliveries shall be made ex works. The risk of accidental loss and accidental deterioration of the goods shall be transferred to the customer upon handover of the consignment to the transport company or, in the event of collection by the customer, upon the goods being made available to the customer. In the case of acceptance, the risk shall be transferred upon acceptance. If the shipment is delayed at the request of the customer, the risk shall pass to the customer upon notification of readiness for shipment. If delivery has been agreed, the customer shall be obliged to provide the equipment or employees required for unloading, insofar as this is technically feasible.
3. Deliveries ready for dispatch shall be accepted without delay, but within five working days after the date of the notification of readiness for dispatch the latest. Otherwise, we shall be entitled to dispatch the goods at our own discretion. If the dispatch of the goods is delayed for a reason for which we are not responsible, we shall be entitled, but not obliged, to store the goods at our own discretion at the expense and risk of the customer and with the exclusion of our liability, to take all measures deemed suitable for the preservation of the goods and to invoice the goods as if they have been delivered.
4. If we are responsible for dispatch, the dispatch route and the mode of dispatch will be chosen by us; any customer requests will be considered to the extent possible. We are entitled to procure transport and breakage insurance at the expense of the customer. The customer must inspect the goods immediately upon receipt. The customer must file a report of any transport damage with the transport company immediately after delivery and send a copy of the report to us; the damage must be recorded together with the transport company.

Section 7 Installation, assembly

1. The Customer shall do everything necessary for the installation, assembly and commissioning of the goods at his own expense. Unless otherwise agreed, he shall, at his own expense, provide skilled and unskilled workers and lifting equipment required for installation/assembly, carry out all necessary ancillary work and provide the material required for this work, ensure an adequate supply of energy and water and provide adequate (heated) work and break rooms and sanitary facilities for our personnel.
2. Prior to commencement of the work, the customer shall inform us of the location of any hidden power, gas or water lines without request. The same applies to similarly dangerous facilities and static specifications relating to the building.
3. If the assembly, installation or commissioning is delayed due to circumstances for which we are not responsible, the customer shall bear the additional cost incurred due to waiting times and any necessary travel undertaken by the delivery or assembly personnel.

Section 8 Liability for defects

If our goods are defective, the customer shall be entitled to the statutory rights regarding defects, subject to the following conditions:

1. We shall first have the right, at our own discretion, to either remedy the defect or to supply the customer with defect-free goods.
2. If the supplementary performance fails or is unreasonable for the customer, the customer may choose to demand a reduction of the remuneration (abatement) or to withdraw from the contract. However, in the event of an insignificant breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract. If we are at fault for a defect, the customer may claim damages in accordance with Section 9.
3. The customer's claims for defects shall be subject to the condition that the customer has duly complied with his duties of inspection and notification of defects pursuant to Section 377 of the German Commercial Code (HGB). Devices and equipment are to be checked for functionality before being commissioned, measuring instruments are to be checked for the correct display and adjusted as necessary. The information in the operating instructions must be observed.
4. The warranty period shall be one year from delivery of the goods or, if acceptance is required, from acceptance. This shall not apply to claims for damages by the customer in the event of loss of life, physical injury and damage to health from intentional or grossly negligent breaches of duty by us or our vicarious agents, which shall lapse in accordance with statutory regulations.
5. With regard to the quality of the goods, only the manufacturer's product description shall be deemed agreed. Public statements, recommendations or advertising by the manufacturer do not constitute a contractual description of the quality of the goods. Commercial tolerances regarding dimensions, weight, color, etc. do not constitute defects.

Section 9 Limitations of liability

1. In accordance with statutory provisions, we shall be liable for claims for damages and reimbursement of expenses by the customer in the event of intent and gross negligence. In the event of ordinary negligence of our governing bodies, legal representatives, employees and vicarious agents, we shall only be liable for damage caused by the breach of an essential contractual obligation (an obligation of which the fulfillment is a prerequisite for the proper performance of the contract and the observance of which the contractual partner may regularly rely on). Insofar as we are liable for damages, our liability shall be limited to the foreseeable, contract-typical and direct, average damage.
2. The above limitations of liability shall not apply to the customer claims under the Product Liability Act, to liabilities for injury to life, physical injury and damage to health, nor if we have acted intentionally or have issued a quality guarantee.
3. We shall not assume any liability for the activities of the assembly personnel and the installers who are not directly connected with the delivery and installation. This also applies to activities initiated by the customer.

Section 10 Retention of title

1. Until claims (including current account balances) against our customer to which we are entitled for any legal reason now or in the future have been satisfied, we shall be granted the securities provided for in the following clauses 2 through 8, which shall be released at our discretion upon request, insofar as their value exceeds our claims by more than ten percent.
2. The goods shall remain our property, the processing or assembly shall always be carried out for us as the manufacturer, but without any obligation on our part. If our (co-)ownership lapses as a result of combination or intermixture, it is hereby agreed that the customer's (co-)ownership of the resulting item shall be transferred to us in proportion to its value (invoice value).
3. The customer shall hold our (co-)ownership in safe custody free of charge. Goods to whose (co-)ownership we are entitled are hereinafter referred to as reserved goods.
4. Should third parties be granted access to the goods subject to retention of title, the customer shall be made aware of our ownership.
5. To secure our claims, the customer also assigns to us the claims to which he is entitled which arise against a third party as a result of the combination of the goods with real estate property.
6. The customer is obliged to inform us immediately of any third-party access to the goods, for example in the event of a seizure, as well as of any damage to or destruction of the goods. Insofar as the third party is not able to reimburse us for the court and out-of-court costs of an action filed in accordance with Section 771 of the German Civil Code of Procedure (ZPO), the customer shall be liable for the loss incurred by us. The customer shall notify us without delay of any change of ownership of the goods and of his own change of residence.
7. In the event of a breach of contract by the customer – in particular default of payment – we shall be entitled to take back the goods subject to retention of title and, if necessary, to demand assignment of our customer's claims for return against third parties. Our taking back or seizure of the goods subject to retention of title shall not constitute a withdrawal from the contract.

8. The customer is obliged to treat the goods with care. If maintenance and inspection work is required, the customer must carry out this work regularly at his own expense. At our request, we must be given the opportunity to take stock of the goods subject to retention of title at the place where they are stored at any time and to adequately mark the goods subject to retention of title.

Section 11
Final Provisions

1. The transfer of rights and obligations of the customer under this contract to a third party shall require our prior written consent.
2. The place of performance for delivery and payment shall be Castrop-Rauxel for the sale of our goods, otherwise the place of assembly.
3. The exclusive place of jurisdiction for all disputes arising from the contractual relationship with the customer shall be Castrop-Rauxel. We shall also be entitled to take legal action before a court of competent jurisdiction for the location of the customer's registered office or branch.
4. The law of the Federal Republic of Germany shall apply to these Terms and Conditions of Delivery and Payment and to the entire legal relationship between us and our customers. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
5. Should individual provisions of the contract with the customer, including these Terms of Delivery and Payment, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

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