

Terms and Conditions

General Terms and Conditions of MATADOR GmbH & Co. KG

§ 1 Scope

1. Our General Terms and Conditions are exclusively valid. We do not accept any regulations to the contrary or regulations that differ from our terms and conditions, unless we expressly agreed to them in written form. Our General Terms and Conditions are even valid if we execute orders without reservation despite being aware of alternative conditions on the part of the customer. All present and future business connections to the customer are subject to our General Terms and Conditions.
2. All agreements between the customer and us with regard to the execution of this contract are put into writing in this contract.
3. Our General Terms and Conditions are only valid for contracts with entrepreneurs in terms of § 310 German Civil Code.

§ 2 Quotations and Conclusion of the Contract

1. All quotations are without engagement regarding prices and possibilities for delivery.
2. All orders are only to be regarded as accepted after we have given our confirmation in written form. The same applies to additions and changes of orders.
3. The details, drawings, illustrations and performance descriptions contained in brochures, catalogues, price lists or other documentations that are part of a quotation are without engagement unless we expressly refer to them as being binding in our order confirmation.
4. All the documents mentioned are subject to our copyright. 5. The conclusion of the contract is effective subject to our timely and correct provision by our suppliers. The customer will immediately be informed about the default and payments already made will be refunded.

§ 3 Custom-made products

1. If we deliver articles that are made to customer's specifications the customer is responsible for ensuring that industrial property rights of third parties are protected. The customer is responsible for the correctness of the contents, their technical practicability and completeness.
2. In case of custom-made products we reserve the right to increase or reduce the quantity delivered by up to 10%. In case of especially manufactured articles we cannot accept a withdrawal from the contract or a return of the custom-made articles by the customer.

§ 4 Prices, Minimum Order Value / Handling Fee

1. Our prices are quoted in € and ex works unless stated differently in our order confirmation. They do not include packaging, freight, insurance, customs and other charges. They are invoiced separately.
2. Our prices are quoted exclusive of VAT. VAT is shown separately in the invoice.
3. The prices quoted are based on the production costs that apply at the date of the quotation. In the case of an increase in production costs due to a general increase in wage, material or other production costs we have to reserve the right to charge the prices that apply at the date of the delivery unless fixed prices are expressly agreed upon.
4. The minimum order value is € 50 net. For orders with a value of less than € 50 we charge a handling fee of € 7.50 plus VAT and postal charges.

§ 5 Payment

1. For payments within 10 days following the date of the invoice we grant a cash discount of 2% on the value of the goods. Payments within 30 days can only be accepted net.
2. Note charges and discount charges will be paid by the customer and are to be settled immediately.
3. In case of delayed payment we have to reserve the right to charge interests for delay on the basis of the interest rate valid at that time.

4. In case of delayed payment, incoming note protests or a considerable aggravation of the financial circumstances on the part of the customer we are entitled to demand other securities for current contracts or to cancel the contract. Moreover we reserve the right to render further services only on the basis of advance payment and to demand immediate payment of acceptances, bills of exchange or checks.

§ 6 Delivery Period

1. Delivery dates are to be regarded as approximately agreed upon unless a fixed date is stipulated.
2. In case of subsequent modifications of the contract by the customer that influence the delivery period, this period may change to an appropriate extent.
3. Delays in delivery or service that can not be attributed to us entitle us to postpone delivery by the duration of the obstruction. This is especially valid in case of force majeure, strike, lock-out, official directive etc.

§ 7 Delivery

1. Domestic deliveries are made ex works when the order value is below € 150. Deliveries by mail are also made ex works.
2. Export shipments are normally made free border or FOB German port respectively, packing included.
3. All deliveries are always made for the account and at the risk of the customer. MATADOR will not be responsible for any losses or damage that occur during transport.
4. Packing will be charged at cost price and is non-returnable. The customer bears the disposal costs.

§ 8 Notice of Defect

The notice of defect has to be sent to us immediately in written form and not later than 5 days after receipt of the goods.

§ 9 Warranty

1. For damage due to improper use, incorrect assembly / operation or modification of the goods delivered, wear and tear or incorrect handling we cannot assume liability.
2. If the goods delivered are defective or lack guaranteed characteristics we commit ourselves - at our own choice and excluding further warranties for defect - to repair or to replace the imperfect goods.
3. The customer has to inform us about defects immediately and in written form. In case of noticeable defects we have to be notified within five days after receipt of the goods, in case of hidden defects we have to be informed immediately after they have been discovered.
4. The manufacturer's product description solely specifies the good's characteristics. Additional comments made in public are not part of the contractual product description.
5. Warranty claims and claims for compensation due to consequential harm caused by a defect become time-barred after one year following delivery of the goods.

§ 10 Guarantee

All tools are subject to a full guarantee. We will replace every tool free of charge that has become unusable due to faulty workmanship or material. If testing in our plant, however, shows that the tools have been handled in an improper way, that their measurements have been changed or that their defects are due to wear and tear they cannot not be replaced free of charge. Rejected items are to be returned.

§ 11 Overall Commitment

1. In case of negligent violation of essential contractual obligations our liability is limited to the - according to the kind of good - predictable and typical average damage. In case of negligent violation of insignificant contractual obligations our liability is excluded. Warranty claims are not affected by this

regulation. Moreover the limitation of our liability is not valid for damage caused to the customer's health that can be attributed to us.

2. Claims for damage due to defects become time-barred after one year following delivery of the goods. Again this does not apply in case of gross negligence on our part or in case of damage caused to the customer's health that can be attributed to us.

§ 12 Return of Goods

1. Basically, returns of goods are only possible after prior accord or after we have given our approval. We cannot accept returns that are made without our prior approval. 2. In any case goods have to be returned carriage paid. 3. We will charge a handling fee of 20% of the value of the goods.

§ 13 Reservation of Property Rights

1. Until the total claim resulting from the business connection will have completely been paid the goods remain our property. Acceptances, bills of exchange and checks are only to be regarded as payment after being honoured.
2. In case of a delay in payment or financial collapse we are entitled to demand the immediate handing over of the goods subject to our property rights. All fixed-term claims towards the customer become immediately due. Irrespective of their maturity date bills of exchange are to be honoured immediately.
3. The customer commits himself / herself to treat the goods subject to our property rights carefully and to insure them adequately.
4. Distraints of the goods subject to our property rights have to be reported to us immediately and the bailiff's return has to be enclosed.
5. The customer has the goods subject to our property rights at his / her disposal within the scope of ordinary business. After having suspended payment it is not permitted to mortgage, resell or assign the goods subject to our property rights as securities. If the customer sells the goods subject to our property rights on credit the title to claims that arises is to be regarded as immediately transferred to us. The customer is authorized to receive the payments out of this resale as long as this is not prohibited by us due to delays in payment or a financial collapse on the part of the customer. In this case the debtor has to deliver a declaration of transfer in duplicate about each claim on request.
6. If the article bought from MATADOR is compounded with other articles that are not part of our property we acquire joint ownership of the product in proportion to the other articles used.

§ 14 Place of Performance, Jurisdiction, Applicable Law, Partial Invalidity

1. Place of delivery and payment is Remscheid. The general place of jurisdiction for disputes of all kinds related to the contract is the Local Court in Remscheid or the Regional Court in Wuppertal. Priority is to be given to the regulations of § 38 ZPO. The contractual relationship is subject to German law excluding the regulations of the United Nations Convention on Contracts for the International Sale of Goods.
2. Should any regulation of these General Terms and Conditions be or become partly or fully ineffective or void this does not affect the validity of the other regulations. The ineffective regulation will be replaced