

GTCB Hoffmann India - 2017 issue

§ 1 Area of validity and data protection

1. Our general terms and conditions of business apply to all our business relationships with our customers, whether the customer is a person, a sole proprietorship, a partnership firm, a limited liability partnership or a body corporate. We do not acknowledge any opposing terms or the customer's conditions deviating from our general terms and conditions of business, even if they were submitted to us, unless we expressly approved their validity in writing.
2. Customer acknowledges the binding nature of our general terms and conditions of business with the acceptance of our deliveries and performances. All agreements including supplementary agreements otherwise require the written form in order to be effective if they deviate from our terms and conditions.
3. All customer data collected within the context of the registration or order is stored by members of the Hoffmann Group (see also homepage <http://www.hoffmann-group.com/int/company/locations.html>) and processed for the purpose of ordering and customer support. Providing any information for the purposes of registration or ordering is considered as consent and notification as per section 5 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

§ 2 Offers, Conclusion of the Contract

1. The catalogue, also on data carriers and in electronic media, and other advertising mails are non-binding. They do not represent a binding offer for us, nor do we accept any supply risk. We also reserve the right to remove respectively replace products out of the range during the period of validity of the catalogue, to alter prices and other conditions, as well as to change product features.
2. The data contained in catalogues, on data carriers, in electronic media and other advertising mails, illustrations, drawings, weight or dimension data respectively other technical data as well as related E, DIN, VDE norms or data do not represent any guarantees (or warranties) but merely quality specifications that can be rectified at any time until a binding contract has been entered. The technical information contained in offers only represents guarantees if it is expressly described as a guarantee or warranty; it is otherwise merely quality specifications. We refer to § 8 (4) in this respect.
3. We reserve the statutory copyright to catalogues, also on data carriers and in electronic media, and other sale documents and (except to other advertising mails) also the ownership; they may not be given to third parties (except other advertising mails). All types of usage of the aforementioned documents, especially the drawings, designs and logos contained therein, require our prior permission.
4. Our offers are non-binding. The customer's order is a binding offer for him. We can accept this offer within 14 days of receipt of the order through order confirmation in text form or by sending the customer the ordered goods within this time period.

§ 3 Prices, Terms of Payment

1. Unless a deviating written price agreement has been made, the quoted prices are net prices in Indian Rupees excluding current goods and service tax (GST). Unless otherwise stated by us, the prices quoted by us in the price lists contained in our catalogue/ offer/ Hoffmann Group eShop shall apply. The validity of the catalogue usually is from 1st August of one year to 31st July of the next year. Information and prices in the catalogue are not binding on Hoffmann. Prices and terms that are quoted by Hoffmann on the day of the order or those contained in individual price list or offer will have priority over prices and terms contained in the catalogue. Catalogues and price lists can be viewed at our store premises or requested from us.
2. In the case of articles with prices that we have set in brackets (), we reserve the right to ask the manufacturer with regard to prices and other conditions for a customer's current order. We will immediately process and answer any relevant customer enquiry, informing him whether he can be supplied directly by us or by the manufacturer (if necessary through us as a representative) and where necessary at what prices and other conditions.
3. We deliver within India a minimum net order value of INR 10,000 carriage paid, including packaging. INR 500 will be charges for courier expenses in case the order value is less than INR 10,000. Exceptions to this are those deliveries and performances that are marked "carriage forward" on the respective catalogue page, such as surface plates, marking tables and anvils..
4. Our invoices are due for payment within 30 days from the receipt of our invoice, unless other written agreements exist. We only accept cheques or electronic funds transfer towards payment of invoices. Payment is not considered having taken place until our account has been credited. We do not take promissory notes as payment.
5. From the 31st day after receipt of our invoice, we can demand interest of 18 percent of the outstanding amount. In addition, after the occurrence of default we can charge the actual cost incurred for each reminder or payment demand issued; customers are entitled to prove lower reminder costs. We are at all times entitled to claim a proven greater loss.
6. Discounts (if any) are not granted if the customer has defaulted or delayed in payment of invoices for previous deliveries.

Dokumententitel:	Land/Sprache:	Version:	Stand:
AGB für Geschäftskunden	Indien/Englisch	1.10	2017

7. The customer is entitled to set-off rights only if his counterclaims are found legally valid, undisputed or recognised by us. The customer's rights of retention exist only for counterclaims from the same contractual relationships.
8. In the event of delayed payments by the customer, we reserve the right to carry out the order processing against cash-on-delivery or cash-in-advance.
9. For incorrect orders we charge a return/processing fee of at least 25% of the net price.

§ 4 Delivery deadline, Acceptance of the goods, Default in delivery and Default of acceptance

1. We can carry out partial deliveries, especially with large orders, on a scale that is reasonable for the customer.
2. Delivery times or deadlines that have not been expressly agreed as binding, are non-binding. The observance of delivery deadlines is subject to correct and punctual self-supply if we prove the conclusion of a corresponding hedging transaction with our supplier and furthermore prove that he has not observed a delivery deadline agreed with us. We will inform immediately of any delays that become apparent. At any rate, the observance of the delivery date presupposes final clarification of all technical details, if need be the punctual furnishing of specifications provided by the customer, declaration of releases, and where agreed also the receipt of the deposit.
3. If the customer is in default of acceptance, we are entitled to request compensation for the incurred loss and additional expenses. We are entitled to demand this compensation as a lump sum of 0.5% per calendar week and at most 5% if the items are finally not accepted, based on the net purchase price and starting with the delivery deadline or (in case no delivery deadline is set) starting from the time notice is given that the goods are ready for delivery. This shall neither affect our rights to prove that the actual damage incurred was greater nor our statutory claims (including, but not limited to, the reimbursement of additional expenses, appropriate compensation, and cancellation); the lump sum shall be credited against further claims to payment. At the onset of the default of acceptance respectively default of the debtor, the risk of accidental deterioration and accidental loss is passed to the customer.

§ 5 Warranty statement

Hoffmann grants a 10-year warranty on materials and manufacture of GARANT products and GARANT workstations and storage products. The warranty is effective world-wide. The warranty period is reckoned from the invoice date. As warranty for defects that arise during the warranty period under the terms of the warranty, together with the shipping costs Hoffmann will perform one of the following services of its choice:

- Restitution of the purchase price or
- free of charge repair of the product or
- free of charge replacement with an equivalent product.

This warranty excludes damage due to normal wear as a result of mechanical stress and damage or destruction due to use other than as intended or overloading of the products. Furthermore, the warranty does not extend to electronic components or to workstations and storage products mounted in containers. Claims for damages including claims for consequential damage are excluded from liability under the warranty. This warranty does not affect your statutory rights. Please make any claims under warranty without delay and in writing to the above-mentioned guarantor. A precondition for claims under warranty is the return of the product together with a copy of the invoice.

§ 6 Passing of the risk, Shipping

1. Unless otherwise agreed, the goods are sent at the customer's request to the delivery address communicated to us. The risk, also on shipment from a warehouse and, in the case of a third-party deal, on shipment from our supplier's warehouse, is passed to the customer as soon as the goods have been delivered to the customer directly or forwarding agent, the haulage contractor or person or institution otherwise designated to carry out the dispatch. At the customer's request we will take out shipping insurance at the customer's expense.
2. If the shipment is delayed due to circumstances for which the customer is responsible, the risk is passed to the customer on the day the readiness for shipment is communicated to the customer.
3. Delivered items must not be rejected by the customer if they show only insignificant flaws. Such acceptance shall not be adversely affect his rights under § 8.

§ 7 Export regulations, Non-disclosure

1. We reserve the right to examination of export-law directives and deliver the items subject to any required official permissions (e.g. export licence). We will make every reasonable effort to obtain any required official permissions, however, we cannot guarantee that we are granted the required official permission. The customer undertakes to support

Dokumententitel:	Land/Sprache:	Version:	Stand:
AGB für Geschäftskunden	Indien/Englisch	1.10	2017

us in obtaining such permission and provide us with the necessary documents and information within an adequate period.

2. In the event that we are not granted the official permissions required to implement the contract within an adequate period, however, within 12 months after concluding this contract at the latest, or the customer fails to provide us with the documents required for granting the permission even after expiry of an adequate grace period, we are entitled to withdraw from the contract. If we have already provided services upon request of the customer at the time the withdrawal is declared, we reserve the right to claim prorated remuneration.

3. In the event that the required permission, as described above, is not granted, any claims for compensation or reimbursement shall be excluded, unless the party against whom such claim is asserted is responsible for the denial of the permission. In this case, § 6 (2) shall apply mutatis mutandis.

4. Obtaining a possibly required import licence is incumbent upon the customer.

5. The customer shall be liable for checking all necessary test measures (sanctions lists, end-use, embargo regulations, etc.) to ensure compliance with national, international, and especially US- (re-) export control regulations prior of (re-)exporting the directly or indirectly delivered goods by us. If necessary the customer shall obtain appropriate permits from the authorities at its own expense. The customer is not entitled to return goods or to claim damages, if the authorities refused an export permit. The distribution of our products is generally prohibited if the customer has knowledge of the end-use in "ABC" weapons and missile technology.

6. The customer is obliged to keep confidential information (inter alia export data), which has become known to him on the occasion of the business relationship, in particular not forwarding it to other unauthorized persons or making it accessible in any other way without prior written consent.

§ 8 Reservation of ownership

1. We reserve ownership of the delivered goods until we have received full payment of all accounts receivable from the supply contract, and until all our accounts receivable from the business connection existing with the customer have been paid, including any costs and interest incurred.

2. Until further notice, we agree to a resale of the goods supplied under reservation of ownership in the customer's ordinary course of business. The goods may not be pledged by the customer nor assigned for third-party security. The customer herewith assigns to us in advance his demands against third parties from the resale of the goods that are under reservation of ownership. We herewith accept such assignment of rights from customer. The customer remains empowered to collect the claim. We undertake not to collect the claim as long as the customer meets his payment obligations against us, there is no shortage of his capacity and we do not exercise the right of ownership by exercising a right pursuant to § 7 (5). If this is the case, we can demand that the customer notifies us of the assigned claims and their debtors, makes all necessary information for collection, hands over the related documents and notifies the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the customer's authorization to resell and process the goods subject to retention of title. These claims may also not be pledged or transferred as securities by the customer.

3. As soon and insofar as the realisable value of the securities existing for us exceeds our demands by more than a total of 10%, we are obliged to release our choice of securities at the customer's request.

4. In the event of pledging or other third-party interventions, the customer must be notified in writing immediately and the attaching creditor told of the existing reservation of ownership. A collateral assignment and the transfer or pledging of the expectant right is inadmissible.

5. If the customer's conduct is in breach of contract, especially if he is in arrears, we are entitled to withdraw from the contract and take back the purchased item. If we take back goods from customers, this represents a withdrawal from the contract and we can make the best possible use of this by freehand sale if we had threatened the sale with a reasonable deadline. We will credit the exploitation proceeds minus reasonable realization costs to the customer's liabilities.

6. If we are entitled to withdraw from the contract and take goods back, the customer is obliged to allow one of our employees to take stock of the available reserved goods.

7. As long as the goods are our property, the customer is obliged to treat them with care. If maintenance work and inspections are necessary, the customer must carry these out regularly at his own expense. In particular, he must insure them at original value against risks through damage or destruction as a result of fire, water and theft.

§ 9 Warranty for defects

1. As regards the customer's rights in case of material defects or defects in title, the statutory regulations shall apply to the extent that no other stipulations to the contrary are made below.

2. The warranty claims from traders within the meaning of commercial law presuppose that they have met their inspection obligations and requirements to give notice of defects. Non-commercial customers have to inspect the supplied goods as soon as possible after their arrival for material deficiencies, wrong deliveries and quantity errors. Non-commercial customers have to notify us of obvious material deficiencies, wrong deliveries and quantity errors within 14 days of arrival of the goods in writing. Posting is sufficient as observance of the deadline provided the communication reaches us.

Dokumententitel:	Land/Sprache:	Version:	Stand:
AGB für Geschäftskunden	Indien/Englisch	1.10	2017

3. If the purchased item is defective, we are entitled to choose whether to rectify the defect as subsequent performance or deliver an item free of defects. The customer must leave us a reasonable time period for the subsequent performance. The customer is only entitled to further statutory warranty laws if we failed in the subsequent performance or we rejected it without permission respectively a subsequent performance deadline was not observed. If we were not originally obliged to fit the item, rectification shall neither involve removing the defective item nor refitting it. The expenses required to carry out checks and rectifications, especially for transportation, travel, labour and materials (not the cost of removing or refitting the item) will be borne by us if there really is a defect. If, however, the customer's wish for rectification of a defect proves to be unjustified, we can demand that the customer pays these costs accrued.
4. The customer can only expect a suitability or usefulness of the goods beyond the suitability for the usual utilisation or deviating from it, or a quality that is not usual for goods of the same kind, only if the same is stated in a corresponding agreement. Our liability for defects shall overall be limited to the agreement made on the nature of the goods, e.g. in product descriptions including those of the manufacturer, with which the customer is provided before ordering or which were integrated into the contract in the same manner as these terms and conditions. We cannot, however, accept any liability for public statements by the manufacturer or other third parties (e.g. advertising claims). We are at the customer's disposal for issuing information and advice to the best of our knowledge on how to use our goods. However, we are only liable to provide information and advice beyond the provisions of the aforementioned § 8 (3) if a separate consultancy agreement is concluded or payment going beyond the purchase price of the goods has been agreed for such performances.
5. If we point out special warranty arrangements and deadlines of the manufacturers in the catalogue (especially for electro-tools), these conditions also have priority in relation to our customers. However, we shall only assume manufacturers' guarantees to the extent that this has been expressly agreed with Customer.
6. If the operating and maintenance instructions from the manufacturing or supply company enclosed with the delivery item are not followed, alterations are carried out on the product, parts are replaced or consumables used that do not meet the original specifications, there is no longer any warranty unless these circumstances were not instrumental in creating a material deficiency.
7. If an item that we delivered has a deficiency in title, we are entitled at our discretion to remove the defect by delivering an equal substitute suitable for comparable use, or to rectify the deficiency in title by reaching an agreement with a legitimate third party.
8. If rectification has failed or if an appropriate deadline to be set by the customer has passed without success, the customer may exit the purchase agreement or reduce the purchase price. In case of a negligible defect, however, they shall have no right of rescission.
9. The customer shall only have a right to damages in lieu of performance, or reimbursement of expenses incurred in vain subject to the proviso of § 11; otherwise such rights shall be precluded.

§ 10 The Electrical and Electronic Equipment Act (ElektroG)

1. Where the ElektroG applies to our products, we agree to carry out a mandatory product registration in the countries according to the guidelines of the European Community.
2. When the electrical and electronic equipment supplied by us is no longer in use, the customer agrees to return it to us at his expense. We will dispose of respectively recycle the appliances properly according to statutory provisions.
3. The customer agrees not to sell or give away the appliances when they are no longer in use to private households, especially not to employees.
4. When the customer passes on the appliances to commercial users, the customer will make sure that a corresponding agreement is made with the respective companies so that the equipment is returned to us at the end of the service life according to § 9 (2).

§ 11 Traceability

If the customer passes on the goods we supplied to third parties, he will secure the traceability of the goods through suitable measures. Consequently, he will especially make sure that in the event of a measure becoming necessary for reasons of product liability (e.g. product recall, product warning), the supplied goods can be found and their last purchaser of such measures reached immediately. If the customer does not pass on the goods we supplied to third parties, but uses or uses them up in his company, he will also make sure that in the event of a necessary measure as per clause 2, goods that are still in stock or in use can be found.

§ 12 Liability

1. In no event shall Hoffmann be liable for any indirect, incidental, consequential, punitive or special damages arising out of the performance of its obligations under this Agreement.
2. In the event of any dispute, the liability of Hoffmann for direct damages shall in no event exceed the invoice value of the concerned order, except in case of willful misconduct, negligence, fraud or any statutory liability which cannot be contractually limited.

Dokumententitel:	Land/Sprache:	Version:	Stand:
AGB für Geschäftskunden	Indien/Englisch	1.10	2017

3. The foregoing exclusions and limitations of liability apply to the same extent in the interests of our group companies, legal representatives, employees and other vicarious agents.

4. Where our products have to observe safety regulations, the safety regulations valid in Germany and India apply. In the event that the goods are delivered abroad by the customer, we are not liable for the non-observance of regulations valid there; the customer is responsible for these.

§ 13 Governing law and Jurisdiction

1. For all legal disputes arising from this contractual relationship, the courts in Pune will have exclusive jurisdiction.

2. The law of India applies excluding any conflict of law principle. The provisions of the UN sales law do not apply.

Dokumententitel:	Land/Sprache:	Version:	Stand:
AGB für Geschäftskunden	Indien/Englisch	1.10	2017