



Terms & Conditions

Disclaimer

This English version of the General Terms and Conditions is provided for convenience only. In the event of any discrepancies or inconsistencies, only the German version shall be legally binding.

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1. Scope of application

- (1) Our general terms and conditions apply exclusively; We do not recognise any terms and conditions of the customer that are contrary to or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in writing. Our General Terms and Conditions also apply if we perform the services without reservation in knowledge of the customer's terms and conditions that conflict with or deviate from our General Terms and Conditions.
- (2) Our General Terms and Conditions only apply to entrepreneurs within the meaning of § 310 (1) BGB.

2. Offer, conclusion of contract

- (1) Our offers are subject to change and non-binding until the contract is concluded.
- (2) The appointment of the customer is a binding application for the conclusion of a contract. We are entitled to accept the contract offer contained in the order within two weeks of receipt by us. The declaration of acceptance is made by sending a written order confirmation or by actually executing the order.

3. Obligations of the customer for the delivery item

- (1) The customer undertakes to deliver the parts to be coated in a condition suitable for coating.
- (2) The customer undertakes to inform us completely about the material composition, the specification and all specifications that are necessary for the coating of the material provided.

4. Prices, terms of payment

- (1) Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging.
- (2) VAT is not included in our prices; it is shown separately in the invoice at the statutory rate on the day of invoicing.
- (3) Unless otherwise stated in the order confirmation, our net invoices (without deduction) are due for payment within ten days of the invoice date. The legal rules regarding the consequences of late payment apply.
- (4) The Purchaser shall only be entitled to rights of set-off if his counterclaims have been legally established, are undisputed or acknowledged by us. In addition, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.



5. Delivery Time

- (1) The start of the delivery period specified by us requires the clarification of all technical questions.
- (2) Compliance with our delivery obligations also requires the timely and proper fulfilment of the obligations of the customer. The defence of non-performance of the contract is reserved.
- (3) Certain performance periods and dates shall only apply if they have been expressly agreed with the customer in writing.
- (4) The delivery time begins on the day of our order confirmation, but no earlier than the day of arrival of the parts to be coated at our factory.
- (5) If we are prevented from delivering on time due to force majeure, labor disputes, riots, official measures, failure of deliveries by the upstream suppliers, disruption in the operational process of ours or our upstream suppliers for which we are not responsible, which is demonstrably prevented by considerable influence and/or otherwise unforeseeable, unavoidable and serious events, the delivery time shall be extended accordingly. If delivery becomes impossible as a result, our delivery obligation shall lapse to the exclusion of damages. If the customer proves that subsequent performance as a result of the delay is of no interest to him, he may withdraw from the contract to the exclusion of further claims. If the obstruction lasts longer than three months, either party to the contract may withdraw from the contract with regard to the part that has not yet been fulfilled.
- (6) If we are in default, the customer is entitled to set a reasonable grace period in writing and to withdraw from the contract after its inconclusive expiry. It is not necessary to set a grace period if we seriously and definitively refuse to perform, or if the underlying contract is a fixed transaction within the meaning of Section 323 (2) No. 2 of the German Civil Code (BGB) or Section 376 of the HBG, or if there are special circumstances that justify immediate withdrawal after weighing up the interests of both parties.

6. Transfer of risk, shipping, packaging

- (1) Unless otherwise stated in the order confirmation, delivery is agreed "ex works".
- (2) The risk passes to the customer when the delivery parts are sent from our factory, even if we organize the transport and/or assume the transport costs or have paid for the customer. If the shipment is delayed for reasons for which the customer is responsible, the risk shall pass to him on the day of provision.
- (3) If we process parts of the customer, the customer delivers the parts free of charge at his own risk and also collects them at his own risk and expense. If the parts to be processed are picked up by us at the request of the customer, the customer bears the risk of transport.



- (4) The customer must ensure proper transport and transport packaging.
- (5) The customer must inform us in writing if he wishes a special type of transport and/or special transport packaging for the return of the coated workpieces as well as the coverage by transport insurance; the costs incurred in this respect shall be borne by the customer.

7. Liability for defects

- (1) Claims for defects on the part of the Purchaser presuppose that the Purchaser has duly complied with its obligations to inspect and complain under Section 377 of the German Commercial Code (HGB). If the contractual relationship between us and the customer is a contract for work, § 377 HGB shall apply accordingly.
- (2) If we have to perform according to drawings, specifications, samples, specifications, etc. of the customer, the customer bears the risk of suitability for the intended purpose. With regard to the processing to be carried out, the Purchaser shall also be responsible for the correctness and completeness of the necessary information in accordance with Section 3.
- (3) If the processing does not lead to success for reasons beyond our control, for example because the customer has provided the information required in Section 3 incorrectly, we did not know and/or should not have known about hidden defects on the workpiece before carrying out the processing, or because the properties of the material used, the shape, the surface finish or the condition of the delivered workpieces have made successful processing impossible, However, if we did not know and/or could not have known this, the agreed remuneration must nevertheless be paid. Necessary follow-up work will be charged separately under the conditions mentioned.
- (4) The limitation period for claims for defects is twelve months, calculated from the transfer of risk. The limitation periods pursuant to § 438.1 no. 2, § 478.4, § 479 of the Civil Code and § 4634a.1 no. 2 of the Civil Code remain unaffected.
- (5) If an acceptance has been agreed with the customer, the complaint of defects that the customer could have discovered if the customer had accepted it carefully is excluded.
- (6) We are to be given the opportunity to check a defect complained of on the spot. If unauthorized changes or improper repair work are carried out by the customer or by third parties, there are no claims for defects for these and the resulting consequences.
- (7) If there is a defect for which we are responsible, the customer is entitled to subsequent performance in the form of a defect remedy or to deliver a new defect-free item at his discretion. If the subsequent performance fails within a reasonable period of time or if we refuse to do so, the customer is entitled to demand withdrawal or reduction at his discretion.



- (8) We are liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent and/or gross negligence on the part of our representatives or vicarious agents. Unless we are accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. The customer is obliged to inform us in writing of special risks, atypical damage possibilities and unusual amounts of damage before concluding the contract.
- (9) We are liable in accordance with the statutory provisions if we culpably violate a material contractual obligation; in this case, however, liability for damages is also limited to the foreseeable damage that typically occurs.
- (10) Insofar as the customer is entitled to compensation for the damage instead of the performance, our liability is also limited to compensation for the foreseeable, typically occurring damage.
- (11) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

8. Joint liability

- (1) Any further liability for damages than provided for in Section 7 is excluded – regardless of the legal nature of the claim asserted. This applies in particular to claims for damages due to fault at the conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB) as well as to consequential damages, economic success, indirect damages and damages arising from claims by third parties.
- (2) The limitation according to (1) also applies if the customer demands reimbursement of useless expenses instead of a claim for compensation for damage.
- (3) Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.



9. Retention of title

- (1) We reserve title to the delivered goods until receipt of all payments from the business relationship with the customer.
- (2) The customer is entitled to resell the delivered goods in the ordinary course of business. However, he already assigns to us all claims in the amount of the invoice amount of our claim that arise from the resale against his customers or third parties, regardless of whether the delivered goods have been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is a suspension of payment. However, if this is the case, we can demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and inform the debtors (third parties) of the assignment.
- (3) The processing or transformation of the delivered goods by the customer is always carried out for us. If the delivered goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the delivered goods to the other processed items at the time of processing. Incidentally, the same applies to the goods resulting from processing as to the goods delivered under reservation.
- (4) If the delivered goods are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the delivered goods to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed to have been agreed that the customer will transfer co-ownership to us on a pro rata basis. The customer shall keep the sole ownership or co-ownership created in this way for us.
- (5) The customer also assigns to us the claim to secure our claims against him that arise from the connection of the delivered goods with a property against a third party.
- (6) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is up to us.
- (7) The Client is obliged to adequately insure the goods in our security ownership against the risk of fire and theft and vandalism and, if requested, to assign the claims against the insurer and the injuring party to us.



10. Acquisition of ownership through the processing or processing of objects made available to us

- (1) If the Purchaser hands over an item to us for processing or processing and the value of our processing or processing is significantly lower than the value of the item, it is already agreed that the Purchaser transfers to us co-ownership in proportion to the value of our processing and processing to the value of the item made available at the time of processing.
- (2) If, during processing or processing, the object is mixed with objects/substances belonging to us or combined in such a way that they become essential components of a uniform object, we acquire co-ownership in the ratio of the value of our objects/substances to the value of the object provided by the customer at the time of the combination or mixing.
- (3) If the combination or mixing takes place in such a way that the Purchaser's item is to be regarded as the main item, it is already agreed that the Purchaser transfers to us co-ownership in proportion to the value of our treatment and processing to the value of the object made available at the time of the combination or mixing.
- (4) For items of the Purchaser in which we have acquired co-ownership in accordance with the above conditions, Sections 9.1 to 9.6 shall apply in this respect.

11. Place of jurisdiction, place of performance

- (1) If the customer is a merchant, our place of business is the place of jurisdiction; however, we are entitled to sue the customer at his registered office.
- (2) The law of the Federal Republic of Germany applies; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (3) Unless otherwise stated in the order confirmation, our place of performance is our place of performance.
- (4) Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of any other provisions or agreements.