

**Pasife GmbH**  
**General Terms and Conditions**

## **1 General**

The following contract terms shall apply to all deliveries and offers of Pasife GmbH. Counter-confirmations of the buyer with reference to its own general or sales terms and conditions are hereby objected to. Any deviations to these general terms and conditions shall only be effective if Pasife GmbH has confirmed such deviations in writing.

## **2 Offer and Object of the Contract**

Our offers shall not be binding in relation to performance, quantity and collateral performance. The offer regarding quantity of supply shall be limited to the inventory on hand and is made in the form of a non-specific obligation limited by individual contract. We hereby expressly reserve the right to make technical modifications.

## **3 Prices, Postage and Packaging, Partial Delivery**

Normally all prices are stated in Euro and exclusive VAT. Generally, our prices shall be those referred to in our product basket on our website at the time of order or in a written offer requested by the customer. Prices that deviate from this, may not be current and are thus invalid. We reserve the right to correct prices that result from typographical errors or errors in calculation. In the absence of any express agreement in writing to the contrary, our prices shall be effective from the distribution centre excluding packaging, freight or pre-freight. The customer shall bear any postage and packaging costs.

Costs for postage and packaging will depend on the form of shipment, form of payment, weight and shipping destination. In the event of an order by telephone, fax or email they shall be quoted and shown separately on the invoice. Delivery terms are EXW (Incoterms 2000).

## **4 Delivery and Risk**

In all cases, the delivery shall be at buyer's risk and expense. If the customer picks up the goods at the premises of Pasife GmbH, the risk of accidental loss or accidental damage to the goods shall pass from Pasife GmbH to the customer at the time when the goods are transferred to the customer.

In the event that delivery is impossible, without this being the responsibility of anyone, Pasife GmbH shall be entitled to terminate the contract. The customer shall not be entitled to damages as a result thereof.

## **5 Passage of warranties**

The warranty period shall begin at the time when the goods are delivered. Obvious defects in the products or the performance rendered by Pasife GmbH must be notified in writing immediately, at the latest within fourteen days after receipt of the goods. If such defects are not notified in time, the goods are deemed to have been approved and accepted, with all inherent warranty rights expiring.

If all warranty measures (repair) fail within a reasonable period of time, the customer shall be entitled to choose between reducing the purchase price or rescinding the contract. Only the direct customer shall be entitled to warranty rights and these rights are not assignable. Repairs shall be carried out within normal working hours unless otherwise agreed.

Pasife GmbH shall not be liable for normal wear and tear of the good or defects which are a result of incorrect or negligent handling or treatment or which are caused by unusual conditions of use.

If the delivered item has been repaired or modified by the customer or by a third party without written approval by Pasife GmbH, all warranty rights shall expire. Sentence 1 shall not apply if the customer proves beyond doubt that the defects at issue have not been caused by the modifications carried out by him or the third party.

Alterations of design and form which are a result of technology improvements or demands of the legislature shall be reserved during the delivery period, provided that the item to be delivered is not substantially altered or modified and that the customer can reasonably be expected to accept such modifications.

## **6 Restrictions on Liability**

The following restrictions on liability shall not apply to damage which occurs as a result of intentional acts, gross negligence or the absence of guaranteed product qualities or damage to persons.

Claims for damages resulting from impossibility or default of performance, from a violation of contract, from precontractual obligations (*culpa in contrahendo*) and from a tortious act which are directed either against Pasife GmbH or its agents shall be limited to the amount which Pasife GmbH reasonably expected to receive at the conclusion of the contract. Where the damage does not result from the violation of an essential contractual obligation, the amount of damages shall be limited to a maximum amount of two times the contractual value. The customer shall be responsible for the safe storage of its data. Any liability for the loss of data shall be excluded, unless the loss of data has been caused by intentional or grossly negligent acts or omissions by Pasife GmbH or has resulted from the absence of product qualities guaranteed by Pasife GmbH.

## **7 Payment**

Unless otherwise agreed, all invoices by Pasife GmbH shall be payable within 30 days without any deductions. The invoice will be stated in Euro.

Pasife GmbH hereby reserves the right to fulfil the order only against cash on delivery or payment in advance in individual cases. In such cases, the customer shall be entitled to accept or revoke his/her order.

Costs which arise as a result of reversing a payment transaction for lack of funds or as a result of data transmitted incorrectly by the customer shall be charged to the customer.

In the event of default of payment, Pasife GmbH shall be entitled to charge interest of at least the applicable base rate

Any set-off of counterclaim shall not be permitted unless proven at law or if accepted by Pasife GmbH. The retention of payments by the purchaser for counterclaims resulting from unrelated contracts shall be excluded.

## **8 Reservation of Title**

All items delivered by Pasife GmbH remain its property until such items have been paid in full and all claims resulting from any given transaction have been met. This shall also apply to conditional claims.

If the customer is a business or merchant, the following provisions shall apply: seizures by third parties of items owned or co-owned by Pasife GmbH must be notified by the customer immediately. Any costs arising in relation to judicial proceedings or settlement out of court which Pasife GmbH undertakes to secure its rights shall be borne by the customer. The customer shall assign as a security all claims (including all claims for balances under the current account) which arise in connection with the items being sold on or on any other legal grounds to Pasife GmbH. The customer is hereby irrevocably entitled to collect on its behalf and for its account all claims assigned to Pasife GmbH. This direct debit authorisation may be revoked if the customer does not meet its payment obligations in an orderly manner.

## **9 Rescission**

In the event that the financial situation of the customer deteriorates substantially to the extent that his/her ability to meet payments is in doubt, Pasife GmbH shall be entitled to rescind the contract or to withhold its delivery and performance and to grant the customer a reasonable period within which he/she shall render advance payments or provide security. After the expiration of such period, Pasife GmbH shall be entitled to rescind the contract.

The customer shall be entitled to rescind the contract at any time until the goods have been delivered, unless otherwise agreed. The customer is not required to give reasons for rescinding the contract.

## **10 Data Protection**

The customer hereby authorises Pasife GmbH and agrees that Pasife GmbH may process, store and evaluate, within the scope of the current data protection laws, the customer data which it receives in connection with the business relationship.

Pasife GmbH saves and uses personal customer data to process orders and potential complaints. Pasife GmbH shall use the customer's e-mail address only for information letters which accompany the orders and, if desired by the customer, for its own newsletters.

Pasife GmbH shall not forward any personal customer data to any third parties. An exemption hereto exists for such service partners which require the transfer of data to process its orders. In these cases, the scope of the transmitted data shall be restricted to the necessary minimum.

The customer shall be informed about and be given the opportunity to correct, block and delete his/her personal data.

## **11 Miscellaneous**

These standard terms and conditions contain all rights and obligations of the contract parties. Any other agreements or declarations of intent by the contract parties must be in writing. This shall include any amendment to or modification of this form requirement.

If the customer is a business or merchant, Munich/Germany shall be the exclusive venue for all legal disputes between the contract parties, including all lawsuits in connection with bills of exchange and cheques.

The laws of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Convention on the International Sale of Goods shall not apply.

In the event that one or several of the above provisions is or becomes invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by such provisions that are valid and come closest to the commercial purpose intended by the parties.