

GENERAL TERMS & CONDITIONS OF SALE

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1. Basis of contract

Any order accepted by us shall be subject to these conditions of sale and no other conditions shall apply unless previously agreed by us in writing.

2. Acceptance

Our offers are available to industrial, business, trade and self-employed customers. They are not applied for reseller which clients are private persons ("Verbraucher - § 13 German Civil Code [BGB]"). Each order for goods to be supplied by us shall be deemed to be an offer by the buyer to purchase the goods upon these conditions and shall be accepted entirely at the discretion of us. Subject to alterations shall be technical developments and changes in model. Misprints are possible and shall constitute no claims. Because of typographical causes the colours showed in the catalogues can diverge from the RAL-tings.

3. Delivery period

The delivery period shall be determined according to the respective availability to the products contained in the catalogue and the mode of transport (by ship, air or truck) agreed in writing between the buyer and us prior to delivery. Delivery days are man-days without Saturday. Delivery period is indicated as the expected period from the acceptance of the order until the handing over to the carrier. Any date or time given by us to the buyer for the delivery of goods is an estimate only and shall not be considered a contractual obligation.

4. Delivery

We deliver ex works (EXW Incoterms 2010). If the parties agree "ex works" (Incoterms), the customer is obliged to collect the goods from the storage location on the pick-up day agreed between the parties. The first 5 workings days after the agreed pick up date are free of cost. As of the 6th working day after the agreed pick up date the seller is entitled to charge the customer a storage fee of 5 € per pallet for each started commercial month (30 days) plus a one-time administration fee of 10 € per pallet. However, we offer to arrange the delivery with all included formalities to a ship- to location determined by us. All costs within this context have to be paid by the buyer. The goods are packed in a respective transportable manner. As a general rule our package is re-usable and recyclable.

5. Prices

The basis of the pricing is the catalogue as in force and updated from time to time. All prices in the catalogue are exclusive of VAT and administration charges (in particular delivery and shipments costs, customs duties, etc.) which shall be payable in addition to the price of the goods. Unless otherwise described in the catalogue, indicated prices are for one unit in each case. Illustrated decoration articles are not included.

6. Payment

Unless otherwise agreed, the buyer shall pay in advance.

7. Reservation of title

Every delivery shall be effected, provided nationally applicable, subject to the following reservation of title: Title to the supplied merchandise shall only pass to the buyer with the payment in full of the supplied merchandise. The buyer is entitled within the ordinary course of business to process, transform or sell the merchandise subject to this reservation. Claims arising from the resale, which the buyer can collect subject to an objectively justified revocation by us, are hereby assigned by way of security to us. If the merchandise subject to reservation of title is processed or transformed, then this shall always be undertaken for us as manufacturer, without, however, giving rise to obligations. If the title of us is thus lost, then co-ownership of the new article shall alternatively pass to us.

8. Acceptance of merchandise

The merchandise is to be checked upon receipt that it is free from defects (§ 377 German Commercial Law [HGB]). Obvious defects are to be notified by the recipient in writing immediately and hidden defects promptly after their discovery at latest within 12 months. If transport damage occurs, we are to be informed, as otherwise a processing of the claim against the transport company is jeopardised.

9. Warranty, Liability

For the products of the catalogue we shall afford warranty for the duration of 12 months from the passing over of risk regarding material and processing, but not however, wear and tear. In the case of legitimate complaints, we shall remedy deficiencies within the relevant warranty period free of charge at our option by repairing the defect ("rectification") or by supplying a fault-free article ("new delivery"). We are, however, not obliged to undertake such remedial measures if the buyer

has already interfered with the product in such a manner which makes impossible or more difficult to repair the article. If a remedy fails within a reasonable period, which is to be set by the buyer, the buyer can demand a reasonable reduction of the remuneration (lowering of the purchase price) or

withdraw from this particular contract of sale and claim damages, if applicable. Contractual claims for damages shall cover intend, gross negligence, the culpable violation of a fundamental contractual obligation and a non-compliance with an expressly furnished warranty. With the exception of international breaches, our liability shall be restricted to the foreseeable loss which may typically occur. This restriction of liability does not affect any claims of a culpable loss of life, physical injury or impairment to health. This shall also apply for compulsory liability in accordance with the (German) Product Liability Act) Produkthaftungsgesetz). Otherwise we shall not accept any liability.

10. Overall liability

Additional liability for compensation for damages other than as provided for in No 9 is - regardless of the legal basis on which the claim is asserted - ruled out. This shall apply in particular for compensation claims for damages based on a breach of contract liability ("Verschulden bei Vertragsschluss"), on account of other breaches of duty or on account of tortious claims for the reimbursement of property damage in accordance with § 823 of the (German) Civil Code [BGB]. This restriction shall also apply, to the extent you assert a claim for the reimbursement of damages instead of the reimbursement of expenditure spent in vain ("Ersatz nutzloser Aufwendungen"). To the extent a compensation claim for damages asserted against us is ruled out or is restricted, this shall also apply with regard to the personal liability of our employees and assistants.

These General Terms and Conditions apply exclusively. The Purchaser's General Terms and Conditions shall only apply if KAISER and KRAFT has expressly agreed to them in writing.

11. Applicable law and place of jurisdiction

The contract between the buyer and us shall be governed and construed by the laws of Germany. The United Nations Convention of Contracts for the International Sale of Goods (CISG) is not applicable. Place of jurisdiction of the contracts is Stuttgart.

12. Data Protection

The placing of orders from catalogues will require the buyer to provide the seller with the buyer's name and address and other relevant information. Personal information provided by the buyer and, any other relevant information relating to the buyer, will be held by us and may be used for marketing purposes within the TAKKT group, including market research, or occasionally shared with other organisations in the prevention of fraud.

KAISER+KRAFT GmbH

Please note, all our prices are based on an EX WORKS delivery out of our stocks in Germany.

Please contact us for your individual transportation offer

by airfreight by sea freight by truck freight / parcel

Please note: deliveries within Germany will be free of charge.