



# STARLINE

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## Terms and Conditions

### 1. Offer and Contract Conclusion

Our offers are not binding, unless expressly stated otherwise. A purchase contract comes into being only through our order confirmation incorporating these General Terms and Conditions. These conditions are accepted upon placement of an order. Any conflicting Terms and Conditions of the Buyer are hereby expressly rejected. The execution of a contract awarded to us cannot be interpreted as acceptance of the Terms and Conditions of the Buyer. The Seller reserves the right to accept or refuse orders.

### 2. Prices, Delivery and Delivery Time

Prices are ex-factory. The quoted delivery dates are non-binding as long as the Seller has not specifically confirmed these in writing. The Seller is obligated to meet delivery deadlines and delivery dates only upon proper fulfilment of the contract by the Buyer.

### 3. Shipping and Transfer of Risk

Shipping is at the expense and risk of the Buyer. The risk of loss, accidental loss, destruction or damage to the items passes to the Buyer with the notification of availability of the items for collection. This applies even if the Seller has assumed the costs for transportation. The Buyer is obliged to check the items immediately upon acceptance and to report a written claim within 3 days for any suspected transport damage. This applies even if the items have been delivered, at the Buyer's request, to a place other than its registered office. Partial deliveries are permitted.

### 4. Terms of Payment

Unless otherwise agreed, invoices of the Seller are due immediately upon delivery, without any deductions. If the payment period is exceeded, the Seller is entitled to charge late payment fees from the due date, and default interest at the respective bank interest rate, and withhold further deliveries until full payment, or to rescind the contract and to demand the Buyer to pay compensation for the resulting damage. The withholding of payments or offsetting of potential counter-claims is permitted only with recognised or legally established counter-claims of the Buyer.

### 5. Retention of Title

The Seller retains the title to the items until all claims of the Seller against the Buyer from the business relationship, including future claims arising from simultaneous or subsequent contracts, are settled. This shall also apply if individual or all claims of the Seller have been included in a current invoice and the balance is drawn and recognised. The assertion of our retention of title rights is not to be regarded as cancellation of the contract. We rather retain, in addition to the right to the return of our property, our rights under the contract of sale, in particular claims for damages and lost profits. If the Buyer defaults, or violates one of the obligations towards us from the agreed retention of title, the entire balance is due immediately. In these cases, we are entitled to demand the return of the items and to collect them from Buyer. The Buyer has no right of possession. The Buyer has the revocable right to resell the reserved items within the context of an ordinary course of business. The Buyer hereby assigns to us all receivables and ancillary rights entitled to him from the resale. If, after processing / blending, the reserved items are resold by the Buyer along with items not belonging to the Seller, the Buyer shall assign all receivables arising from the resale in the amount of the value of the reserved items together with all ancillary rights and with priority. The Seller accepts the reassignment. The Buyer is also authorised to collect receivables even after the reassignment. The Seller's right to collect the receivables ourselves remains unaffected. However, the Seller undertakes not to collect the receivables as long as the Buyer meets its payment and other obligations. The Seller may require the Buyer to provide details of the reassigned receivables and their debtors, and all information necessary for collection, including the relevant documents, and to inform the debtors of the reassignment. Any working or processing of the reserved items by the Buyer for the Seller may be done without the latter being under any new obligation. In processing, blending, combining or mixing of the reserved items with other items not belonging to the Seller of the items, this results in the Seller receiving co-ownership of the new item in proportion to the value of the reserved items used in the processing at the time of processing, combining, mixing or blending. If the Buyer acquires sole ownership of the new item, the contracting parties agree that the Buyer grants to the Seller ownership of the new item in relation to the value of the processed, blended, mixed or combined reserved items, without cost to the Seller. The assigned receivables serve, in any case, as security for all of our receivables referred to in paragraph 1. If, in connection with the payment of the purchase price due by the Buyer, a mutual liability of the Seller is justified, the retention of title as well as the underlying receivable from delivery of items shall not expire before the cashing of the bill of exchange by the Buyer as drawee. If

the value of the existing securities exceeds by more than 20% the receivables to be secured, the Seller, at the request of the Buyer, is obliged to release such collateral. The Buyer is not authorised to dispose of the reserved items in any manner other than the above, in particular with regard to pledges or security interests. It must notify us of any infringement of the rights to the items in our property immediately.

### 6. Warranty

The Seller provides a warranty for a period of 12 months from the transfer of risk that the items are free from defects in material and workmanship. The warranty is void if the item of purchase is handled improperly, modified or repaired, or is not being used or maintained according to the manufacturer's instructions. Any defects must be reported immediately, or the latest within one week after their discovery. The Seller's liability from the above warranty is limited to the replacement of parts of the items delivered that are found to be defective within the warranty period. The Seller decides whether the remedy is accomplished by removing the defect, or through the delivery of a defect-free item. The Buyer must give the Seller the necessary time and opportunity for improvement. Delivered items or parts thereof which have been repaired or replaced are covered by the above warranty only during the remaining term of the warranty period. Delivered items returned to the Seller are to be packed by the Buyer in the original packaging, or an equivalent replacement. Failure to observe this condition frees the Seller from liability. If the Seller does not resolve a duly notified defect by removing the defect or by delivery of a defect-free part within a reasonable time, the Buyer may set a grace period of one month for the Seller in writing and, after the expiration of this time without result, may reduce or withdraw from the contract for the defective item. Delivered items within the meaning of this provision are not the entire shipment, but only the individual, flawed article. For the delivery of items received by the Seller from its suppliers and passed on unchanged to the Buyer, the warranty of the Seller is limited initially to the reassignment of the rights of the Seller against its supplier for the items. At first, the Buyer shall, if necessary, assert any claims out of court and, if necessary, in court, for the defects against the suppliers of the Seller. Only if the agreed obligation or obligation established by a court decision of the supplier towards the Buyer is not fulfilled for reasons that are not the fault of the supplier, can the Buyer make warranty claims against the Seller.

### 7. Liability

We exclude our liability for slightly negligent breaches of duty, unless they relate to damages arising from injury to life, body or health, guarantees or claims under the Product Liability Act. The same applies to violations of our legal representatives and our vicarious agents. Furthermore, the liability shall remain unaffected for breaches of those obligations which allow for the proper execution of the contract, and on which the customer can regularly rely (cardinal obligations); here, responsibility for simple negligence is limited to the amount of the typical and foreseeable damage for this kind of contract. The limitation of liability to the contract-typical, foreseeable damage for simple negligence shall not apply if the violation of the obligations described in Clause 3 leads to damages arising from injury to life, body or health, or if guarantees or claims under the Product Liability Act are affected. The same applies to violations of our legal representatives and our vicarious agents.

### 8. Export Licence

If the Buyer intends to export the items delivered by the Seller, the Buyer shall follow the applicable laws of the Federal Republic of Germany and the country of manufacture upon execution.

### 9. Insolvency of the Buyer

Without prejudice to other claims or rights, the Seller may terminate the contract without notice if the Buyer does not meet its payment obligations when due, or breaches any other material contractual obligation, ceases its business activity, or if bankruptcy or settlement proceedings are opened at the request of a third party.

### 10. Final Provisions

The place of fulfilment for all mutual obligations is Kirchheim unter Teck. Jurisdiction lies with the court responsible for Kirchheim unter Teck. Supplements and ancillary conditions must be in writing. Should any of these conditions be or become invalid, the validity of the remaining provisions and other agreements shall remain unaffected. Both parties, in this case, will agree on changing conditions, the economic effect of which comes closest to these provisions.

(05/2022)

We have received your „Terms and Conditions“:

(Location, Date)

(Signature and Company Stamp)

Please sign and return by email to [info@starline.de](mailto:info@starline.de).